



# भारत का राजपत्र

## The Gazette of India

प्राविकार से प्रकाशित

PUBLISHED BY AUTHORITY

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इस भाग में भिन्न पृष्ठ संख्या वी जाती है जिससे कि वह अलग संख्यान के रूप में रखा जा सके।

Separate paging is given to this Part in order that it may be filed  
as a separate compilation

### नोटिस

### NOTICE

नीचे लिखे भारत के असाधारण राजपत्र 29 जनवरी, 1966 तक प्रकाशित किए गये।

The undermentioned Gazettes of India Extraordinary were published up to the 29th January 1966:—

Issue No.	No. and Date	Issued by	Subject
13	S.O. 345, dated 27th January, 1966.	Election Commission, India.	Calling upon the elected members of the Legislative Assembly of the State of Madhya Pradesh to elect a person in the Council of States in the vacancy caused by the death of Shri Giriraj Kishore.
	S.O. 346, dated 27th January, 1966.	Do.	Appointing dates for the election referred in S.O. 345 above.
	S.O. 347, dated 27th January, 1966.	Do.	Fixation of hours for the election referred to in S.O. 345 above.
	S.O. 348, dated 27th January, 1966.	Do.	Designating the Secretary, Madhya Pradesh Legislative Assembly, Bhopal to be the Returning Officer for the election referred to in S.O. 345 above.
	S.O. 349, dated 27th January, 1966.	Do.	Appointing the Deputy Secretary, Madhya Pradesh Legislative Assembly, Bhopal to assist the Returning Officer for the election referred to in S.O. 345 above.

Issue No.	No. and Date	Issued by	Subject
14	S.O. 350, dated January, 1966.	27th Ministry of Commerce	Amendment to S.O. 377, dated 29th March, 1958.
	S.O. 351, dated January, 1966.	27th Do.	Amendment to S.O. 375, dated 29th March, 1958.
	S.O. 352, dated January, 1966.	27th Do.	Declaration that the provisions of sections 5 to 14 and section 15 of the Forward Contracts (Regulation) Act, 1952 shall apply to non-transferable specific delivery contracts in respect of raw jute (including mesta) in the areas of West Bengal, Assam, Bihar and Orissa and the union territory of Tripura.
	S.O. 353, dated January, 1966.	27th Do.	Declaration that the provisions of sections 5 to 14 and section 15 of the Forward Contracts (Regulation) Act, 1952 shall apply to non-transferable specific delivery contracts in respect of jute goods, etc. in the city of Calcutta.
15	S.O. 354, dated January, 1966.	27th Do.	Appointing a body of persons for making a full investigation into the fall of production in respect of cotton textiles manufactured by the General Fibre Dealers Ltd., Lucknow (Uttar Pradesh).
16	S.O. 355, dated January, 1966.	28th Ministry of Mines and Metals.	The scarce Industrial Materials (Control) Amendment Order, 1966.
17	S.O. 356, dated January, 1966.	28th Ministry of Commerce	To notify that gum karaya meant for food and pharmaceutical uses shall be subject to quality control and pre-shipment inspection prior to export.
18	S.O. 357, dated January, 1966.	28th Do.	Recognising the Hony. Secretary, the Gum Merchants' Association, Bombay or any other person of that Association authorised in this behalf by the Hony. Secretary as the agency for inspection of gum karaya, meant for food and pharmaceutical uses, prior to export.
	S.O. 358, dated January, 1966.	28th Do.	The Export of Gum Karaya (Inspection) Rules, 1965
	S.O. 359, dated January, 1966.	28th Do.	Appointing a panel of experts for the purpose of hearing appeals under the Export of Gum Karaya (Inspection) Rules, 1965.

Issue No.	No. and Date	Issued by	Subject
19	S.O. 360, dated January, 1966.	28th Cabinet Secretariat.	Amendments in the Government of India (Allocation of Business) Rules, 1961.
20	S.O. 361, dated January, 1966.	29th Ministry of Mines and Metals.	Corrigendum to S.O. 3987, dated 24th December, 1965.
21	S.O. 362, dated January, 1966.	29th Ministry of Commerce.	Appointing a body of persons for making a full investigation into the fall of production in respect of cotton textiles manufactured by the New Victoria Mills Company Ltd., Kanpur (Uttar Pradesh).
22	S.O. 363, dated January, 1966.	29th Delimitation Commission	Delimitation of parliamentary and assembly constituencies in the State of Maharashtra.

उपर लिखे असाधारण गजटों की प्रतियां प्रकाशन प्रबन्धक, रिसीवल लाइन्स, विल्स के नाम पांगपत्र भेजने पर भेज दी जाएंगी। मांगपत्र प्रबन्धक के पास इन गजपत्रों के जारी होने की तारीख से 10 दिन के भीतर पहुंच जाने चाहिए।

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

## भाग II —खण्ड 3—उपखण्ड (ii)

### PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ द्वेष प्रशासन को छोड़कर) केन्द्रीय प्राधिकरणों द्वारा जारी किए गए विधिक आदेश और अधिसूचनाएं।

**Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).**

### MINISTRY OF IRRIGATION AND POWER

New Delhi, the 28th January 1966

**S.O. 433.**—In exercise of the powers conferred by Clause (1) of Article 299 of the Constitution, the President hereby makes the following amendments in the Notification of the Government of India in the Ministry of Irrigation and Power S.O. No. 1599 dated the 11th May, 1965 relating to the execution of all contracts and agreements under the Farakka Barrage Project, namely:—

In paras 3 and 9 of Part 'B', the words "in accordance with the powers delegated" and "Subject to any limit fixed by Departmental Orders and to the extent of powers delegated to the respective authorities" shall respectively be deleted.

2. For 'all' appearing in Clause (a) (i) of para 9 read 'All'.

[No. 14/19/65-FBP.]

P. R. AHUJA, Jt. Secy.

**MINISTRY OF FINANCE**  
**(Department of Economic Affairs)**

New Delhi, the 4th February 1966

**S.O. 434.—Statement of the Affairs of the Reserve Bank of India as on the 28th January 1966.**

**BANKING DEPARTMENT**

<b>LIABILITIES</b>	<b>Rs.</b>	<b>ASSETS</b>	<b>Rs.</b>
Capital Paid Up	5,00,00,000	Notes	29,58,90,000
Reserve Fund	80,00,00,000	Rupee Coin	9,73,000
		Small Coin	3,71,000
		Bills Purchased and Discounted :—	
National Agricultural Credit (Long Term Operations) Fund	100,00,00,000	(a) Internal	..
		(b) External	..
		(c) Government Treasury Bills	55,14,65,000
National Agricultural Credit (Stabilisation) Fund	10,00,00,000	Balances Held Abroad*	11,86,98,000
		Investments**	204,13,69,000
		Loans and Advances to :—	
National Industrial Credit (Long Term Operations) Fund	15,00,00,000	(i) Central Government	..
		(ii) State Governments@	125,70,06,000
Deposits :		Loans and Advances to :—	
(a) Government		(i) Scheduled Banks†	19,02,55,000
		(ii) State Co-operative Banks†	168,94,82,000
		(iii) Others	1,83,34,000
(i) Central Government	53,15,54,000		
(ii) State Governments	73,06,25,000		

		Loans, Advances and Investments from National Agricultural Credit (Long Term Operations) Fund—
		(a) Loans and Advances to :—
(b) Banks		(i) State Governments . . . . . 29,48,34,000
(i) Scheduled Banks	107,60,00,000	(ii) State Co-operative Banks . . . . . 12,42,77,000
		(iii) Central Land Mortgage Banks . . . . . ..
		(b) Investment in Central Land Mortgage Bank Debentures . . . . . 5,47,77,000
(ii) State Co-operative Banks	2,60,77,000	
(iii) Other Banks	2,28,000	Loans & Advances from National Agricultural Credit (Stabilisation) Fund—
		Loans and Advances to State Co-operative Banks
(c) Others	212,94,79,000	Loans, Advances and Investments from National Industrial Credit (Long Term Operations) Fund—
Bills Payable	26,22,92,000	(a) Loans and Advances to the Development Bank 2,88,13,000
		(b) Investment in bonds/debentures issued by the Development Bank ..
Other Liabilities	82,46,62,000	Other Assets . . . . . 41,43,79,000
Rupees	708,09,23,000	Rupees 708,09,23,000

\*Includes Cash and Short-term Securities.

\*\*Excluding Investments from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Long Term Operations) Fund.

@Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

†Includes Rs. 20,00,000 advanced to scheduled banks against usance bills under Section 17(4) (c) of the Reserve Bank of India Act.

‡Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

Dated the 2nd day of February, 1966.

An account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 28th day of January 1966

ISSUE DEPARTMENT

LIABILITIES	Rs.	Rs.	ASSETS	Rs.	Rs.
Notes held in the Banking Department	29,58,90,000		Gold Coin and Bullion :—		
Notes in circulation	771,50,03,000		(a) Held in India	133,75,66,000	
			(b) Held outside India	..	..
Total Notes issued	2801,08,93,000	Foreign Securities		80,05,24,000	
			TOTAL	213,80,90,000	
			Rupee Coin	99,20,18,000	
			Government of India Rupee Securities	2488,07,85, 00	
			Internal Bills of Exchange and other commercial paper	..	..
TOTAL LIABILITIES	2801,08,93,000		TOTAL ASSETS	2801,08,93,000	

Dated the 2nd day of February, 1966.

M. R. BHIDE,  
Dy. Governor.

[No. F.3(3)-BC/66.]  
R. K. SESHADRI,  
Director (Banking).

## (Department of Revenue)

## INCOME-TAX

New Delhi, the 28th January 1966

**S.O. 435.**—It is hereby notified for general information that the institution mentioned below has been approved by the Indian Council of Medical Research, the "prescribed authority", for the purposes of clause (ii) of sub-section (1) of section 35 of the Income-tax Act, 1961 (43 of 1961).

## Institution

Diabetic Association of India, Bombay.

[No. 22(F.10/2/66-IT(AI).]

J. C. KALRA, Dy. Secy.

## (Department of Revenue)

## CUSTOMS

New Delhi, the 5th February 1966

**S.O. 436.**—In exercise of the powers conferred by section 152 of the Customs Act, 1962 (52 of 1962), the Central Government hereby makes the following further amendments in the notification of the Government of India in the Ministry of Finance (Dept. of Revenue) No. 53-Customs, dated the 1st February, 1963, namely:—

In the said notification, in clause (1), in sub-clause (b)—(1) in the entry relating to Districts in the State of Gujarat for the words "and Mehsana", the words "Mehsana, Bhavnagar, Rajkot, Ahmedabad, Kaira, Broach and Bulsar" shall be substituted;

(2) after the entry "all districts except Darrang, Sibsagar and Lakhimpur in the State of Assam" the following shall be inserted, namely:—

"Districts of Thana, Kolaba and Ratnagiri in the State of Maharashtra;

Districts of North Kanara (Karwar) and South Kanara in the State of Mysore;

Districts of Srikakulam, Visakhapatnam, East Godavari, Guntur, Nellore and Chittor in the State of Andhra Pradesh;

District of Cuttack in the State of Orissa;"

[No. 23/F. No. 7/34/65-L.C.II.]

**S.O. 437.**—In exercise of the powers conferred by section 6 of the Customs Act, 1962 (52 of 1962) the Central Government hereby entrusts to the Officers mentioned in column (1) of the Table below the functions of an Officer of Customs specified in the corresponding entry in column (2) of the said Table.

TABLE

Designation of the Officer	Functions under the provisions of the Customs Act, 1962
I	2
Tahsildar, Kavaratti . . . . .	Functions under sections 100 to 108 (both inclusive) and section 110
Tahsildar, Androth . . . . .	Do.
Tahsildar, Amini . . . . .	Do.
Sub-Inspector, Kavaratti . . . . .	Functions under section 100 to 104 (both inclusive) 106, 107, 108 and 110
Sub-Inspector, Androth. . . . .	Do.
Sub-Inspector, Amini . . . . .	Do.
Head Constable and Police Constables, Kavaratti, Androth, Amini, Agatti, Kadmat, Kiltan, Chetlat and Kalpeni.	Functions under sections 100, 102, 106 and 110

[No. 24/F. No. 14/13/65-L.C.II.]

**S.O. 438.**—In exercise of the powers conferred by clause (d) of section 7 of the Customs Act, 1962 (52 of 1962), the Central Government hereby appoints the following ports in the Union Territory of Laccadives to be coastal ports for the carrying on of trade in coastal goods or any class of such goods with all ports in India:

- (1) Amini Island.
- (2) Kadmat Island.
- (3) Chetlat Island.
- (4) Kiltan Island.
- (5) Androth Island.
- (6) Agatti Island.
- (7) Kalpeni Island.
- (8) Kavaratti Island.
- (9) Bitra Island.

[No. 25/F. No. 14/13/65-LC. II.]

G. P. DURAIRAJ, Dy. Secy.

**(Department of Revenue and Insurance)**

*New Delhi, the 3rd February 1966*

**S.O. 439.**—In exercise of the powers conferred by section 39 of the Life Insurance Corporation Act, 1956 (31 of 1956), the Central Government hereby publishes the following certificate granted to the Indian Mutual Life Association Limited, Madras an insurer whose controlled business has been transferred to and vested in the Life Insurance Corporation of India under the provisions of the said Act.

*Certificate*

Whereas the Indian Mutual Life Association Limited, Madras is an insurer whose controlled business has been transferred to and vested in the Life Insurance Corporation of India under the provisions of the Life Insurance Corporation Act, 1956 (31 of 1956);

And whereas the said insurer has complied with all directions given to it by the said Corporation for the purpose of securing that the ownership of any property or any right is effectively transferred to the Corporation;

And whereas the said insurer has made an application to the Central Government that there is no reason for the continued existence of the insurer;

Now, therefore, in exercise of the powers conferred by section 39 of the said Act, the Central Government hereby grants to the said insurer the certificate that there is no reason for the continued existence of the insurer.

[No. 3(8)-INSII/59.]

S. S. SHARMA, Under Secy.

**CENTRAL BOARD OF DIRECT TAXES**

**CORRIGENDA**

**INCOME-TAX**

*New Delhi, the 1st February 1966*

**S.O. 440.**—In exercise of the powers conferred by sub-section (1) of Section 122 of the Income-tax Act, 1961 (43 of 1961) and of all other powers enabling it in that behalf the Central Board of Direct Taxes hereby makes the following amendment in the Schedule appended to its Notification No. 18—Income-tax, dated 19th January 1966, namely:—

In the said Schedule, under column 1, for Calicut substitute Trichur.

[No. 23 (F. No. 50/3/66-ITJ).]

New Delhi, the 3rd February 1966

**S.O. 441.**—In exercise of the powers conferred by sub-section (1) of Section 122 of the Income-tax Act, 1961 (43 of 1961) and of all other powers enabling it in that behalf, the Central Board of Direct Taxes hereby makes the following addition in the Schedule appended to its Notification No. 15—Income-tax, dated the 14th January, 1966, namely:—

Against Dibrugarh Range, under column 2, the following shall be added:—

6. Companies Circle, Dibrugarh.

[No. 24 (F. No. 50/14/66-ITJ).]

**S.O. 442.**—In exercise of the powers conferred by sub-section (1) of Section 122 of the Income-tax Act, 1961 (43 of 1961) and of all other powers enabling it in that behalf, the Central Board of Direct Taxes hereby makes the following amendments in the Schedule appended to its Notification No. 4—Income-tax, dated the 14th January, 1966, namely:—

(a) Against 'A' Range, Indore, under column 2, for S. No. 14, the following shall be substituted:—

14. Special Estate Duty-cum-Income-tax Circle, Indore.

(b) Against 'A' Range, Nagpur, under column 2, for S. No. 10, the following shall be substituted:—

10. Special Estate Duty-cum-Income-tax Circle, Nagpur.

[No. 25(F. No. 50/10/66-ITJ).]

P. G. GANDHI, Under Secy.

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## COLLECTORATE OF CENTRAL EXCISE, WEST BENGAL

CENTRAL EXCISE

Calcutta, the 4th January 1966

**S.O. 443.**—In exercise of the powers conferred on me under Rule 5 of the Central Excise Rules, 1944, I hereby authorise all the officers of and above the rank of the Superintendent of Central Excise to exercise within their respective jurisdiction the powers of the Collector under Rule 3 of the Central Excise Rules, 1944.

[No. 1/66.]

D. R. KOHLI, Collector.

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## MINISTRY OF INDUSTRY AND SUPPLY

(Department of Industry)

(Indian Standards Institution)

New Delhi, the 28th January 1966

**S.O. 444.**—In pursuance of sub-regulations (2) and (3) of regulation 3 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution hereby notifies that the Indian Standard(s), particulars of which are given in the Schedule annexed, have been established during the period 1 January to 15 January 1966.

## THE SCHEDULE

Sl. No.	No. and Title of the Indian Standard Established	No. and Title of the Indian Standard or Standards, if any, super- ceded by the new Indian Standard	Brief Particulars
(1)	(2)	(3)	(4)
1	IS : 334—1965 Glossary of terms relating to bitumen and tar (revised).	IS : 334—1953 Glossary of terms relating to bitumen and tar.	This standard defines the terms relating to the products commercially known as bitumen and tar and referred to in Indian Standards. (Price Rs. 1.50).
2	IS : 413—1965 Specification for punches, round (revised)	IS : 413—1953 Specification for punches, round	This standard covers the requirements for round punches in general use for cold punching of holes in sheet metal. (Price Rs. 1.50).
3	IS : 647—1965 Methods for determining the desizing efficiency and the relative efficiency of amylolytic enzymes (revised)	IS : 647—1954 Methods of determining desizing efficiency and the relative efficiency of amylolytic enzymes (tentative)	This standard prescribes two methods for evaluating the desizing efficiency and the relative efficiency of amylolytic enzymes. (Price Rs. 2.00).
4	IS:903-1965 Specification for fire hose delivery couplings, branch pipe, nozzles and nozzle spanner (revised)	IS:903-1959 Specification for fire hose delivery couplings, branch pipe, nozzles and nozzle spanner	This standard lays down the requirements regarding material, shape and dimensions, construction and tests of fire hose delivery couplings, branch pipe, nozzles and nozzle spanner used in fire fighting operations. (Price Rs. 3.00).
5	IS:937-1965 Specification for washers for water fittings for fire fighting purposes (revised)	IS:937-1959 Specification for washers for water fittings for fire fighting purposes.	This standard lays down the requirements regarding material, shape, dimensions and finish of washers required for water fittings used for fire fighting purposes. (Price Rs. 1.00).
6	IS:1047-1965 Methods of chemical analysis of antimony (revised)	IS:1047-1956 Methods of chemical analysis of antimony.	This standard prescribes the methods for determination of lead, copper, bismuth, iron, nickel, arsenic, tin, silver and sulphur. (Price Rs. 5.00).
7	IS:1941-1965 Specification for electric motor sirens (revised)	IS:1941-1961 Specification for electric motor sirens.	This standard lays down the requirements regarding the construction and performance of electric motor sirens. (Price Rs. 1.50)
8	IS:3048-1965 Dimensions for handwheels.	..	This standard specifies the materials and dimensions for handwheels used on machine tools. (Price Rs. 2.00).
9	IS:3075-1965 Dimensions for circlips.	..	This standard specifies the materials and dimensions for circlips used for general engineering purposes. (Price Rs. 4.00).

(1)	(2)	(3)	(4)
10	IS:3092-1965 Specification for rubber draining and tapping knife.	..	This standard covers the requirements and the tests for rubber draining and tapping knife (hereinafter referred to as knife). (Price R.s 1.50).
11	IS:3155-1965 Specification for <i>makhanna</i> products.	..	This standard prescribes the requirements and the methods of test for <i>MAKHANNA</i> , <i>MAKHANNA</i> powder and fried <i>MAKHANNA</i> . (Price Rs. 3.50).
12	IS:3162-1965 Specification for gram husk.	..	This standard prescribes the requirements and the methods of test for gram husk for use as livestock feed. (Price Rs. 1.50).
13	IS:3193-1965 Specification for cotton yarn for braiding for electric cables.	..	This standard prescribes constructional details and other particulars of 11 varieties of cotton yarn, grey, bleached or dyed, used for braiding in the manufacture of electric cables. (Price Rs. 1.50).
14	IS:3199-1965 Definition of side (left or right) of weaving preparatory machines and weaving looms	..	This standard prescribes the definition of side (left or right of weaving preparatory machines and weaving looms). (Price Rs. 1.00).
15	IS:3244-1965 Specification for cotton webbing, staticute.	..	This standard prescribes constructional details and other particulars of cotton webbing, staticute, secured, used in supply-dropping para-chutes (Price Rs. 2.00).
16	IS:3304-1965 Specification for burnt magnesite-chrome refractories for general purposes.	..	This standard covers the requirements for burnt magnesite-chrome refractories for general purposes. (Price Rs. 1.00).
17	IS:3305-1965 Specification for burnt chrome-magnesite refractories for general purposes.	..	This standard covers the requirements for burnt chrome-magnesite refractories for general purposes. (Price Rs. 1.00).
18	IS:3312-1965 Specification for metal shelving cabinets (adjustable type).	..	This standard covers the requirements for materials, sizes, construction and finish of adjustable metal shelving cabinets with hinged doors with or without the provision of a locker. (Price Rs. 2.00).

(1)	(2)	(3)	(4)
19 IS:3313-1965 Specification for metal filing cabinet for general office purposes.			This standard lays down the requirements for materials, sizes, construction and finish of metal filing cabinet for general office purposes. (Price Rs. 1.50).

Copies of these Indian Standards are available, for sale, with the Indian Standards Institution, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-1 and also its branch offices at (i) Bombay Mutual Terrace, First Floor, 534 Sardar Vallabhbhai Patel Road, Fort Bay-7, (ii) Third and Fourth Floors, 5 Chowringhee Approach, Calcutta-13, (iii) Second Floor, Sri Sivamurthi Bhavan, 54 General Patters Road, Madras-2 and (iv) 14/69 Civil Lines, Kanpur.

[No. MD/13:2.]

**S.O. 445.**—In pursuance of sub-regulation (1) of regulation 5 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution hereby notifies that the Indian Standard, particulars of which are given in the schedule hereto annexed, has been cancelled.

#### THE SCHEDULE

Sl. No and Title of the Indian Standard Cancelled	No. and Date of Gazette Notification in which Establishment of the Indian Standard was notified
I IS : 836-1962 Specification for lappets for cotton ring spinning frame	S.O. 1421 dated 16 May 1963 published in the Gazette of India, Part II, Section 3, sub-section (ii) dated 25 May 1963.

[No. MD/13 : 7.1

**S.O. 446.**—In pursuance of sub-regulation (3) of regulation 7 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution hereby notifies that the marking fee per unit for Enamel ware for Home Use, details of which are given in the Schedule hereto annexed has been determined and the fee shall come into force with effect from 1 February 1966.

#### THE SCHEDULE

Sl. No.	Product/Class of Products	No. and title of relevant Indian Standard	Unit	Marking Fee per Unit
1	2	3	4	5
I	Enamel ware for home use	IS : 3149-1965 Specification for enamel ware for home use	1000 pieces	Re 1.00

[No. MD/18 : 2.]

**S.O. 447.—The Certification Marks Licences, details of which are given hereafter, have lapsed or their renewal deferred.**

Sl. No.	Licence No. and Date	Licensee's Name and Address	Article and the Indian Standard Number	Gazette Notification Notifying Grant of Licence	Remarks
1	2	3	4	5	6
1	CM/L-5 7-12-1955	The Indian Cable Co. Ltd., 9 Hare Street, Calcutta	Bare annealed high conductivity copper wire for electrical machinery and apparatus—IS : 396-1953	S.R.O. 3712 24-12-1955	Lapsed after 31-12-1965
2	CM/L-254 26-12-1960	Swastik rubber Products Ltd., 'SWASTIK HOUSE' Kirkee, Poona-3	Rubber-insulated cables, TRS (tough rubber sheathed) 250 volts taped/untaped, braided and compounded 250 volts with copper or aluminium conductors, weather-proof cables 250 and 660 volts with copper conductors only; taped/untaped, braided and compounded 660 volts with copper or aluminium conductors—IS : 434 (Parts I and II)—1964	S.O. 104 14-1-1961	Lapsed after 31-12-1965
3	CM/L-356 20-11-1961	Zeta Industrial Corp. Pvt. Ltd., 14F Govindpuri, Modinagar, Distt. Meerut (U.P.)	Metal clad switches, 15 and 30 amp. of 250 and 500 volts grade, 60 amp. of 500 volts grade—IS : 1567—1960	S.O. 2940 16-12-1961	Lapsed after 15-12-1965
4	CM/L-466 30-10-1962	Sial Soap Stone Factory, (S.E. Rly), P.O. Barware, Via Katni, Distt. Jabalpur (M.P.)	BHC dusting powders—IS : 561—1962	S.O. 3518 24-11-1962	Deferred after 15-12-1965
5	CM/L-480 29-11-1962	Jai Electrical Industries, S/52 Industrial Area Jullundur City (Punjab)	Metal clad switches, 15 and 30 amps. of 250 and 500 volts grade, 30 and 100 amp. of 500 volts grade—IS : 1567—1960	..	Lapsed after 15-12-1965
6	CM/L-604 29-11-1963	Kashmir Sports Industries, 143 Bhagat Singh Market, New Delhi-1	Footballs and volley-balls IS : 417-1953	S.O. 3539 21-12-1963	Lapsed after 31-12-1965
7	CM/L-748 29-7-1964	Eagle Paint and Pigment Industries Pvt. Ltd., 51 Chanditala Main Road, Tollygunge, 24-Parganas.	Ready mixed paint, brushing, finishing, semi-gloss for general purposes IS : 123—1962	S.O. 3487 3-10-1964	Lapsed after 31-8-1965
8	CM/L-829 2-11-1964	National Industrial Corp., Warden House (First Floor), Sir Firozeshah Mehta Road, Fort, Bombay.	Structural steel (standard quality) IS : 226—1962	S.O. 79 2-1-1965	Lapsed after 15-11-1965
9	CM/L-850 2-11-1964	Do.	Structural steel (ordinary quality) IS : 1977—1962	S.O. 79 2-1-1965	Lapsed after 15-11-1965

[No. MD/33 : 16/C.]

**S.O. 448.**—In pursuance of sub-rule (1) of rule 4 of the Indian Standards Institution (Certification Marks) Rules, 1955, the Indian Standards Institution hereby notifies that the Standard Mark, design of which together with the verbal description of the design and the title of the relevant Standard is given in the Schedule hereto annexed, has been specified.

This Standard Mark, for the purpose of the Indian Standards Institution (Certification Marks) Act, 1952, as amended in 1961, and the rules and regulations framed thereunder, shall come into force with effect from 1 February 1966.

#### THE SCHEDULE

Sl. No.	Design of Standard Mark	Product/Class of Products to which the Standard Mark is applicable	No. and Title of Relevant Indian Standard	Verbal description of the design
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I	15:3149 	Enamelware for IS : 3149-1965 home use	Specification for enamelware for home use	The monogram of the Indian Standards Institution consisting of letters ISI, drawn in the exact style and relative proportions as indicated in col (2), the number designation of the Indian Standard being superscribed on the top side of the monogram as indicated in the design.
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[No. MD/17:2]

*New Delhi, the 31st January 1966*

**S.O. 449.**—In licence No. CM/L-739 dated 10th July, 1964, held by M/s. International Engineering Service, Bombay, the details of which are published under S.O. 2666 in the Gazette of India, Part II, Section 3, Sub-section (ii) dated 28th August, 1965, the list of articles has been revised as under with effect from 1st February, 1966:

Domestic pressure cookers (pressed) 4, 5, 6, 8 and 12 litres capacity.

[MD/12:1272.]

D. DAS GUPTA,  
Dy. Director.

#### MINISTRY OF FOOD AND AGRICULTURE

(Department of Agriculture)

(I.C.A.R.)

*New Delhi, the 2nd February 1966*

**S.O. 450.**—Under Section 4(x) of the Indian Cotton Cess Act, 1923 (14 of 1923), the Central Government are pleased to nominate the following persons to be members of the Indian Central Cotton Committee, Bombay, upto the 31st March, 1966 or upto the finalisation of the re-organisation proposals of the Committee, whichever is earlier:—

1. Shri Iqbal Singh, M.P., Abohar, District Ferozepur.
2. Shri P. S. Patil, M.P. Chikhli, District Buldana.

[No. 1-3/65-Com.III.]

N. L. GUPTA, Under Secy.

## (Department of Agriculture)

## ORDER

*New Delhi, the 3rd February 1966*

**S.O. 451.**—In exercise of the powers conferred by section 5 of the Essential Commodities Act, 1955 (10 of 1955), the Central Government hereby rescinds the notification of the Government of India in the Ministry of Food and Agriculture (Department of Agriculture) No. S.O. 3503, dated the 5th November, 1965, with immediate effect save as respects things done or omitted to be done.

[No. F. 1-16/65-Econ.Py.]

A. C. JAIN, Under Secy.

## MINISTRY OF HEALTH

*New Delhi, the 4th February 1966*

**S.O. 452.**—Whereas Dr. Motupalli Ganga Rao, L.D.Sc., Professor of Dental Surgery, Osmania Medical College, Dental Wng, Hyderabad, has been elected under clause (a) of section 3 of the Dentists Act, 1948 (16 of 1948) to be a member of the Dental Council of India from the State of Andhra Pradesh with effect from the 19th October, 1965 vice Dr. B. R. Mehra;

And, whereas Dr. P. N. Chhuttani, M.B.B.S., D.T.M., M.D., Director, Professor of Medicine, Post-graduate Medical Education and Research Institute, Chandigarh, has been elected by the members of the Senate of the Punjab University under clause (d) of section 3 of the said Act to be a member of the Dental Council of India with effect from the 4th December, 1965 vice Col. Amir Chand;

Now, therefore, in pursuance of the powers conferred by section 3 of the said Act, the Central Government hereby makes the following further amendments in the notification of the Government of India in the Ministry of Health No. F. 3-2/62-MII, dated the 17th October, 1962, namely:—

In the said notification—

(i) under the head “Elected under clause (a) of section 3”, for the entry against serial No. 9, the following entry shall be substituted, namely:—

“Dr. Motupalli Ganga Rao, L.D.Sc., Professor of Dental Surgery, Osmania Medical College, Dental Wing, Hyderabad”; and

(ii) under the heading “Elected under clause (d) of section 3” for the entry against serial No. 4, the following entry shall be substituted, namely:—

“Dr. P. N. Chhuttani, M.B.B.S., D.T.M., M.D., Director, Professor of Medicine, Post-graduate Medical Education and Research Institute, Chandigarh”.

[No. F. 3-2/65-MPT.]

## ORDER

*New Delhi, the 4th February 1966*

**S.O. 453.**—Whereas the Government of India in the Ministry of Health has, by notification No. 32-28/63-MPT, dated the 4th June, 1964, made in exercise of the powers conferred by sub-section (1) of section 14 of the Indian Medical Council Act, 1956 (102 of 1956), recognised the medical qualification “M.D. (Marquette University, U.S.A.) for the purpose of the said Act;

Now, therefore, in exercise of the powers conferred by the proviso to sub-section (1) of section 14 of the Indian Medical Council Act, 1956 (102 of 1956) the Central Government hereby specifies the period of two years with effect from the date of this order or so long as Dr. Digby Gallas who possesses the said qualification, continues to work with the American Peace Corps, Calcutta, with his present assignment at the Rajendra Nagar Maternity Hospital, Patna, to which he is attached for the time being for the purpose of teaching, research or charitable work, whichever is shorter, as the period to which the medical practice of the said Dr. Digby Gallas shall be limited.

[No. F. 19-18/65-MPT.]

K. M. L. GUPTA, Under Secy.

### MINISTRY OF EDUCATION

New Delhi, the 1st February 1966

**S.O. 454.**—In exercise of the powers conferred by Clause (a) of Sub-Section (2) of Section 5 of the University Grants Commission Act, 1956 (3 of 1956), the Central Government hereby appoints Dr. D. S. Reddi, Vice-Chancellor, Osmania University, as a member of the University Grants Commission for another term with effect from 30th January, 1966, when his first term of membership expired. Dr. Reddi shall hold office for a period of 6 years or till such period as he continues to be the Vice-Chancellor, whichever is earlier.

[No. F. 9-2/66-U 2.]

G. K. CHANDIRAMANI, Addl. Secy.

### MINISTRY OF WORKS AND HOUSING

New Delhi, the 7th February 1966

**S.O. 455.**—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1958 (32 of 1958), the Central Government hereby appoints the officer mentioned in column 1 of the table below, being gazetted officer of Government, to be estate officer for the purposes of the said Act who shall exercise the powers conferred, and perform the duties imposed, on estate officer by or under the said Act within the local limits of his jurisdiction in respect of the public premises specified in the corresponding entry in column 2 of the said table.

#### THE TABLE

Designation of officer. (1)	Categories of public premises and local limits of jurisdiction. (2)
The Administrative Officer (G) Delhi Electric Supply Undertaking (Municipal Corporation of Delhi), Delhi.	Cases pertaining to the unauthorised occupants of lands, buildings and other premises under the administrative control of the Delhi Electric Supply Undertaking (Municipal Corporation of Delhi), Delhi.

[No. F. 32/1/66-Acc. II.]

B. M. LAL, Under Secy.

### MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 1st February 1966

**S.O. 456.**—In exercise of the powers conferred by Clause (c) of Sub-section (2) of section 6 of the Cinematograph Act, 1952 (37 of 1952), the Central Government hereby directs that the exhibition of the film "Neel Akasher Neeche" (Bengali) in respect of which 'U' certificate No. 21522 dated the 30th December, 1958, was granted to M/s. Hemanta Bela Productions, 8, Syama Prosad Mookerjee Road, Calcutta-25, by the Central Board of Film Censors, be suspended for a period of two months.

[No. 3/4/66-FC.]

New Delhi, the 3rd February 1966

**S.O. 457.**—In exercise of the powers conferred by Section 5(1) of the Cinematograph Act, 1952 and sub-rule (3) of rule 8 read with sub-rule 2 of rule 9 of the Cinematograph (Censorship) Rules, 1958, the Central Government hereby appoints

Smt. Tarunica V. Dehejia after consultation with Central Board of Film Censors, as a member of the Advisory Panel of the said Board at Bombay with immediate effect.

[No. 11/2/62-FC.]

B. GHOSE, Under Secy.

ORDER

New Delhi, the 31st January 1966

**S.O. 458.**—In pursuance of the Directions issued under the provisions of the enactments specified in the First Schedule annexed hereto the Central Government after considering the recommendations of the Films Advisory Board, Bombay hereby approves the film specified in column 2 of the Second Schedule annexed hereto in all its language versions to be of the description specified against it in column 6 of the said Second Schedule.

THE FIRST SCHEDULE

- (1) Sub-Section (4) of the Section 12 and Section 16 of the Cinematograph Act, 1952 (Central Act XXXVII of 1952).
- (2) Sub-Section (3) of Section 5 and Section 9 of the Bombay Cinemas (Regulation) Act, 1953 (Bombay Act XI of 1953).
- (3) Sub-Section (4) of Section 5 and Section 9 of the Saurashtra Cinemas (Regulation) Act, 1953 (Saurashtra Act XVII of 1953).

THE SECOND SCHEDULE.

S. No.	Title of the film	Length 35mm	Name of the Applicant	Name of the Producer	Whether a scientific film or a film intended for educational purposes or a film dealing with news and current events or documentary film
1	2	3	4	5	6
1	H.AVAI HALLA ANI AAPALYA MAHILA	175m	Director of Publicity, Govt. of Maharashtra, Bombay.		Film intended for educational purposes for release in Maharashtra circuit only.

[No. F. 24/1/65-FP App. 1060.]

D. R. KHANNA, Under Secy.

MINISTRY OF REHABILITATION

(Office of the Chief Settlement Commissioner)

New Delhi, the 1st February 1966

**S.O. 459.**—In exercise of the powers conferred on the Chief Settlement Commissioner by Sub-Section (2) of Section 10 of the Displaced Persons (Claims) Supplementary Act, 1954 (XII of 1954), he hereby delegates to Shri O. N. Vohra, Settlement Commissioner (Appeals) with immediate effect the following powers of the Chief Settlement Commissioner:—

1. Powers to call for the record of any case decided by the Settlement Officer and pass order in the case under proviso to Sub-Section (3) of Section 4 of the said Act.
2. Special Powers of revision under Section 5 of the said Act in respect of cases decided under the Displaced Persons (Claims) Supplementary Act, 1950 (44 of 1950).

[No. 5(1)ARG/63.]

G. D. KSHETRAPAL,  
Chief Settlement Commissioner.

## DEPARTMENT OF SOCIAL SECURITY

New Delhi, the 21st January 1966

**S.O. 460.**—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government, having regard to the location of the factories in implemented areas, hereby exempts the Government Automobile Workshops at Madurai and Salem belonging to the Madras State Transport Department (Motor Vehicles Maintenance Organisation) from the payment of the Employers' Special Contribution leviable under Chapter VA of the said Act for a further period of one year upto and including the 5th January, 1967.

[No. F.6/10/65-HI.]

New Delhi, the 2nd February 1966

**S.O. 461.**—Whereas immediately before the Employees Provident Funds Act, 1952 (19 of 1952), became applicable with effect from 31st August, 1964, to the establishment known as Messrs Electro Metallurgical Works Limited, 20-P.M. Road, Fort, Bombay-1, there was in existence a provident fund common to the employees employed in that establishment and the employees in Messrs, Nagri Mining Company Limited, 20-P.M. Road, Fort, Bombay-1;

Now, therefore, in exercise of the powers conferred by section 3 of the Employees' Provident Funds Act, 1952, the Central Government hereby directs that the provisions of that Act shall also apply to the said Nagri Mining Company Limited.

[No. 8(6)/65-PF.II.]

**S.O. 462.**—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), and having regard to the location of the factory in an implemented area, the Central Government hereby exempts the State Transport Maintenance Centre, Dhubri, belonging to the Government of Assam from the payment of the employer's special contribution leviable under Chapter VA of the said Act for the period upto and including the 31st December, 1966.

[No. F. 6/50/65-HI.]

DALJIT SINGH, Under Secy.

## MINISTRY OF PETROLEUM AND CHEMICALS

New Delhi, the 1st February 1966

**S.O. 463.**—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum between Barauni Refinery in Bihar State and Haldia Port in West Bengal State, pipelines should be laid by the Indian Oil Corporation Limited and that for the purpose of laying such pipelines, it is necessary to acquire the right of user in the land described in the Schedule annexed hereto;

2. Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

3. Any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipelines under the land to the competent authority, 9, Syed Amir Ali Avenue, Calcutta-17 in the office of the Indian Oil Corporation Limited. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

**SCHEDULE**  
**ADDENDUM**

State—West Bengal	Distt—Howrah	Thana—Sankrail
Village	Survey No.s (Plot Nos.)	Extent (Area)
Panchpara J.L. No. 37	713 714 1039 1072 1073 1074 1075 1076 1092 1093 1095 1096	.02 .08 .26 .18 .08 .14 .02 .07 .09 .03 .06 .18

[No. 31(38)/63-ONG-Vol. 26.1

V. P. AGARWAL, Under Secy.

**MINISTRY OF LABOUR AND EMPLOYMENT**

New Delhi, the 3rd February 1966

**S.O. 464.**—In pursuance of section 7 of the Iron Ore Mines Labour Welfare Cess Act, 1961 (58 of 1961), the Central Government hereby publishes the following report of the activities financed from the Iron Ore Mines Labour Welfare Fund during the year ending the 31st March, 1965, together with a statement of accounts for that year and an estimate of receipts and expenditure of the said fund for the year 1965-66.

PART I—General

The Iron Ore Mines Labour Welfare Fund has been constituted under the Iron Ore Mines Labour Welfare Cess Act, 1961 (58 of 1961) which provides for the levy and collection of a cess on iron ore for the financing of activities which promote the welfare of labour employed in the iron ore mining industry.

The Act provides for the levy of a cess at a rate not exceeding 50 paise per metric tonne of iron ore produced and the present rate of levy is 25 paise per metric tonne. The Act was enforced in the whole of India except Jammu and Kashmir and Union Territory of Goa, Daman and Diu with effect from the 1st October, 1963. It was extended to Goa, Daman and Diu with effect from 1st October, 1964.

Under section 8 of the Act, the Iron Ore Mines Labour Welfare Cess Rules, 1963 have been framed. Advisory Committees have been constituted to administer the welfare funds. Five such Advisory Committees—one for Andhra Pradesh and Mysore, one for Madhya Pradesh and Maharashtra, one for Bihar, one for Orissa and one for Goa, Daman and Diu—constituted under the above Rules, have drawn up schemes on welfare activities for which proceeds of cess are to be utilised under the Act. These welfare activities relate to improvement of public health and sanitation, the prevention of disease and the provision and improvement of medical facilities, water supply, educational facilities, recreational facilities, the improvement of standard of living including housing and nutrition, provisions of transport to and from the place of duty and on the whole the amelioration of social conditions of the iron ore mine workers. The following welfare measures have been undertaken by different Advisory Committees during 1964-65.

(i) *Medical facilities.*

Grants-in-aid to the extent of Rs. 45,071 to the dispensary-cum-maternity centres run by the mine owners for the benefit of the iron ore miners was paid during the year by the Advisory Committee in Orissa.

During the year a scheme for eye treatment of the iron ore miners at a cost of Rs. 1,000 was implemented by the Advisory Committee in Bihar.

(ii) *Educational facilities.*

A scheme for the grant of scholarships to the children of the iron-ore-mine workers was introduced during the year both by the Advisory Committee for Orissa and Advisory Committee for Andhra Pradesh and Mysore. In the case of Orissa Rs. 1,674 was disbursed as scholarships and the Advisory Committee for Andhra Pradesh and Mysore spent Rs. 1,400 as scholarships.

The Advisory Committee for Andhra Pradesh and Mysore implemented another scheme on educational facilities during the year under review viz., scheme on supply of uniforms to the school going children of the iron ore mine workers. An expenditure of Rs. 900 was incurred on the above scheme.

(iii) *Recreational and Cultural facilities*

During the year under review the Advisory Committee for Orissa implemented a scheme on Holiday Home for the benefit of the iron ore mine workers. One holiday home at Bhubaneshwar and another holiday home at Gopalpur were set up and an expenditure of Rs. 6,454 was incurred on the above scheme.

The Advisory Committee for Orissa also incurred an expenditure of Rs. 4,090 towards grants-in-aid to the mine owners for running welfare centre for the benefit of iron ore workers.

During the year the Advisory Committee for Andhra Pradesh and Mysore introduced a scheme for supply of radio sets with loud speakers to the mines employing 50 workers or more for the recreational facilities. Radio sets at a cost of Rs. 1,247 were provided for the workers of three mines.

No welfare scheme had been implemented during the year under report by the Advisory Committee for Madhya Pradesh and Maharashtra and Advisory Committee for Goa, Daman and Diu, the latter having been constituted more recently.

For the assessment and collection of cess levied under the Act, Iron Ore Mines Cess Commissioners have been appointed in each of the iron ore producing States viz., Andhra Pradesh, Mysore, Madhya Pradesh, Maharashtra, Bihar, Orissa, Rajasthan and the Union Territories of Goa, Daman and Diu.

## PART II—Statement of Accounts for the year 1964-65

	Receipts (Rs.)	Expenditure (Rs.)
Opening balance on 1-4-64	8,04,479	—
Receipts during the year	29,52,932*	—
Expenditure during the year	—	5,02,359
Closing balance on 31-3-65	—	32,55,052
	37,57,411	37,57,411

\*Figures intimated by various Accountant Generals concerned.

## Part III—@Estimates of Receipts and expenditure for the year 1965-66

Receipts	Rs.
Expenditure	58,00,000 11,72,200

@Accepted for Revised Estimates for 1965-66.

[No. 4/3/55-MIII.]  
B. K. SAKSENA, Under Secy.

New Delhi, the 5th February 1966

**S.O. 465.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal Alleppey in respect of an industrial dispute between the management of the State Bank of Travancore and their workmen which was received by the Central Government on the 25th January, 1966.

IN THE COURT OF THE INDUSTRIAL TRIBUNAL, ALLEPPEY

Dated, this the 17th day of January, One Thousand, Nine Hundred and sixtysix.

PRESENT

K. P. M. SHERIFF, B.Sc., B.L.

(Presiding Officer, Industrial Tribunal constituted by the Central Government).

IN

INDUSTRIAL DISPUTE No. 1/64 (CENTRAL)

BETWEEN

The Management of State Bank of Travancore, Trivandrum.

AND

THEIR WORKMEN

Representations:

1. M/s. V. K. K. Menon, M. Ramachandran, T. N. Radhakrishnan, Advocates, Ernakulam—for Management.
2. Sri M. P. Menon, Advocate Ernakulam—for the workmen represented by The General Secretary of All Kerala Bank Employees' Union (now functioning as All Kerala Bank Employees' Federation).

AWARD

In exercise of the powers conferred by Section 7A and Clause (d) of Sub-section 1 of Section 10, of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government constituted an Industrial Tribunal with Sri K. P. M. Sheriff as the Presiding officer having its headquarters at Ernakulam and referred the dispute between the State Bank of Travancore, Trivandrum and their workmen for adjudication by order dated 22nd June, 1964 [No. 51(II)/62-LRIV]. The matter referred for adjudication is as follows:—

"Whether the action of the Management of the State Bank of Travancore in excluding the workmen taken over from the Travancore Forward Bank Ltd., Kottayam Orient Bank Ltd., and the Bank of New India Ltd., from the benefit of bonus for the year 1961 is justified. If not, to what relief are the workmen entitled?"

The workmen of the State Bank of Travancore represented by the General Secretary, All Kerala Bank Employees' Union (now known as All Kerala Bank Employees' Federation), Trivandrum submitted their claim statement on 17th August 1964. The statement was filed by the General Secretary of the Federation on behalf of the workmen. The contentions of the Federation are as follows:—

1. The action of the Management in denying bonus to the concerned workmen is unjustified and illegal. The said workmen are also entitled to get bonus at the rates declared for the year 1961.
2. The Management declared a bonus of one and a half month's basic wages to their employees for the year 1961. But when payments were actually made in 1962, those employees who were taken over from the 3 amalgamated banks named above, were denied bonus.
3. The Travancore Forward Bank Ltd., was amalgamated with the State Bank of Travancore on 14th May 1961, and the other two banks on 16th June 1961. With effect from the above said dates, the employees of these banks became the workmen of the Management and they have served the Management directly for the major portion of the year. The Management's business, after amalgamation,

was carried on, as a single whole and all the employees including those absorbed, have co-operated with the Management in making it possible for them to earn profits. The profits for the year are the direct outcome of the contribution made by all the employees, including those absorbed in May and June. There is no justification for making a distinction between the two sets of employees, particularly when no such distinction was made by the Bank in the matter of its business activities, after the amalgamation. Therefore for the purpose of an Industrial claim, like bonus, the activities of the Bank and their profits for the year should be taken as a whole and all the employees treated alike in the matter of such a claim.

4. The practice in other Banks has also been to obliterate such distinctions when once amalgamation is effected. For example, the Canara Bank Ltd., took over the business of three other banks in Kerala during 1961 and all the employees absorbed from these amalgamated banks were treated in the same way as former employees of Canara Bank for the purpose of bonus for the year.

5. The same applies to the Central Bank of India Ltd. and the Punjab National Bank Ltd. These Banks also gave full bonus to all absorbed employees when certain banks were taken over by them.

6. In regard to the Management Bank, even temporary employees who had worked under them for short periods in 1962 and 1963 were paid pro rata bonus. In any event, therefore the absorbed employees are entitled to at least pro rata bonus for the year, 1961.

7. The claim of the workmen is justified by law and precedents, apart from well recognised practice in the industry. The principle has also been accepted by courts and Tribunals. The Management has the capacity and has enough funds to meet the claim. In fact, the amount required to pay equal rates of bonus to the absorbed employees would be less than what has actually been spent on bonus to the old employees.

8. The Secretary concluded the statement with a prayer that an award may be passed directing the Management to concede the claim of the workmen.

9. The Management of the State Bank of Travancore instead of filing a reply statement filed a statement questioning the jurisdiction of this Tribunal to adjudicate this dispute. The Bank Employees Federation submitted their objections against the contentions raised by the Management, in the said statement and the matter was heard and decided by an order passed by this court on 17th November 1964, rejecting the said statement of the Management and the contentions therein.

10. Thereafter the General Manager of the State Bank of Travancore, Trivandrum, submitted the reply statement on behalf of the employer on 30th December 1964. The contentions of the employer are as follows:—

11. The State Bank of Travancore was constituted under the provisions of the State Bank of India (Subsidiary Banks) Act, 1959. By virtue of and in terms of a Scheme prepared by the Reserve Bank of India and sanctioned by the Central Government under Section 45 of the Banking Companies Act 1949 the assets and properties of the three banks mentioned in the order of reference (hereinafter referred to as the transferor banks) were transferred to the State Bank of Travancore.

12. The scheme referred to in paragraph above, inter alia, provided as follows with reference to the staff of the transferor banks:—

“(12) All the employees of the transferor bank other than those specified in the schedule referred to in the succeeding paragraph shall continue in service and be deemed to have been appointed by the transferee bank at the same remuneration and on the same terms and conditions of service as were applicable to such employees immediately before the 18th December, 1960 i.e. the date of moratorium”.

(14) The transferee bank shall on the expiry of a period not longer than three years from the date on which this scheme is sanctioned pay or grant to the employees of the transferor bank the same remuneration and the same terms and conditions of service as are applicable to the employees of corresponding rank or status of the transferee bank, subject to the qualifications and experience of the said employees of the transferor bank being the same as or equivalent to those of such other employees of the transferee bank.

Provided that if any doubt or difference arises as to whether the qualifications or experience of the said employees are the same as or equivalent to the qualifications and experience of the other employees of corresponding rank or status of the transferee, Bank or as to the procedure to be adopted for the fixation of the pay of the employees in the scales of pay of the transferee bank, the doubt or difference shall be referred to the Reserve Bank of India whose decision thereon shall be final".

13. The aforesaid extract of the scheme, specifically show that the distinction at least for a period not exceeding three years from the respective dates of amalgamation was actually contemplated and made between the employees of the transferor banks and the rest in the State Bank of Travancore. The distinction so made was quite lawful and justified by the facts and circumstances of this case.

14. The number of employees of the State Bank of Travancore before the business of any of the three transferor Banks was taken over was about 450. The three transferor banks had in their employment about 1,100 employees.

15. From the provisions of the scheme extracted, as shown above, it is clear that the qualifications training and experience of all the employees of the transferor banks were not of the standard requisite for service in the State Bank of Travancore. It was out of social and humanitarian considerations and with a view to avoiding the rendering of a large number of persons unemployed that the State Bank of Travancore had to agree, in public interest, to take the employees of the transferor Bank as its employees. Further the business of any of these Banks did not warrant the State Bank of Travancore taking over the employees, much less, on the same terms and conditions of service, as the then employees of the State Bank of Travancore.

16. Neither the employees of the transferor banks nor even those of the State Bank of Travancore were entitled to payment of bonus as an industrial claim. Bonus, as a share in profits was not, and is not admissible to any of these employees. There is no practice for payment of bonus as alleged in the statement of union. Further, bonus was not paid by the transferor Banks to their employees on any regular or uniform basis. For the year 1960, none of these banks paid any bonus and if the banks continued their business they would certainly not have been in a position to pay any bonus for the year 1961.

17. The payment of bonus even to the original employees was done only as a gesture of goodwill. The profit position of the Bank did not justify such payment. Application of neither the Full Bench Formula nor the Bonus Commission Formula would have entitled even the original employees for any bonus. The Transferee Bank is entitled to take and is justified in taking a decision at its own discretion to pay bonus only to some of its employees and not to pay to others. The concerned employees are not entitled to claim the conditions of service and other benefits applicable to the employees of the State Bank of Travancore before the completion of three years.

18. The number of employees of the transferor banks were far more than the employees of the State Bank of Travancore and therefore the financial commitment also would be proportionately higher. Any how in 1962 and 1963 all the employees including those from the transferor banks had been paid bonus.

19. The Management concluded the statement affirming that this reply statement is filed without prejudice to their rights to question the jurisdiction of the Tribunal and the validity of the preliminary order in appropriate proceedings.

20. The All Kerala Bank Employees Federation did not file any replication although several opportunities were given to them to submit the same. Therefore the case came up for evidence and the Employees' Federation examined WW1, WW2 and WW3 and marked exhibits W1 to W15 and M1 to M4 and closed their evidence. The Management examined MW1 and marked exhibits M5 to M15 and closed their evidence also. The matter was then finally heard after several adjournments given to both the parties pursuant to their requests for the same.

21. WW1 Sri N. P. Raj is a clerk in the Kottayam Civil Station branch of the State Bank of Travancore. He was a clerk in Kottayam Orient Bank Ltd. till June 1961 when it was amalgamated with the State Bank of Travancore. The Notification of amalgamation dated 16th May 1961 was marked as Ext. W1. The Notification by which the amalgamation was enforced was marked as Ext. W2. WW1 has deposed that he has joined service in the Kottayam Orient Bank in the year 1954 when the name of which was Kottayam Bank. In the year 1960

amalgamation of Kottayam Bank and Orient Central Bank was effected and the New Bank was named as Kottayam Orient Bank. WW1 has asserted that they were getting bonus during all the years both from the Kottayam Bank as well as the Kottayam Orient Bank. The printed annual report and balance sheet of Kottayam Bank for the year 1956 was marked as Ext. W3. The Balance sheet of Kottayam Orient Bank for the year 1957 was marked as Ext. W4. The balance sheet of Kottayam Orient Bank for the year 1952 was marked as Ext. W5. He has asserted further that bonus was given in Kottayam Orient Bank for the years 1957, 1958 and 1959. The fact of payment of bonus is recorded in the salaries book and in the register of acquittance. The Moratorium on Kottayam Orient Bank was declared in the year 1960. WW1 has further affirmed that the State Bank of Travancore is having only a single set of accounts even after the said amalgamation and is not having separate accounts for the transferor Banks. It is his accredited case that after the amalgamation, himself and the original employees of the State Bank of Travancore are doing identical work and that is the case with all the absorbed employees too. WW1 has deposed that for the year 1961 the State Bank of Travancore has declared 1½ months basic salary as bonus. But it was paid only to the original employees and not to the absorbed employees including himself. WW1 has further declared that for the years 1962, 1963 and 1964 all the absorbed employees were paid bonus at the same rate of bonus paid to the original employees. During February 1964 the Cochin Nair Bank and during 1964 August, the Latin Christian Bank, were amalgamated with the State Bank of Travancore, and in the very same year all the employees of the State Bank of Travancore including the absorbed employees from Cochin Nair Bank and Latin Christian Bank were given bonus alike. The balance sheets of the State Bank of Travancore for the year 1961 and 1962 were marked as Ext. W6 and W7 respectively.

22. During the cross-examination WW1 has admitted that in the year 1960 they were not paid any bonus in the Kottayam Orient Bank. The Balance sheet of Kottayam Orient Bank for the year 1958 was marked as Ext. M1. When he was pointed out that in Ext. W1 it was not recorded that the workmen were given bonus for the year 1958, he has asserted that bonus was paid during the year 1958 and it was marked in the acquittance roll for the year 1959. It is his case that bonus for the specified year was paid only during February-March of the next year in the Kottayam Orient Bank. In the cross-examination WW1 has deposed that he was not aware of the reasons for the moratorium of the Kottayam Orient Bank. The letter which was sent from the State Bank of Travancore to WW1 and others of the Kottayam Orient Bank during May, 2nd, 1961 was marked as Ext. M2 and the reply for the same sent by the employees including WW1 was marked as Ext. M3. WW1 has admitted that the absorbed employees have accepted the amalgamation scheme and their service conditions are in accordance with the same. WW1 has also deposed that bonus was declared for the year 1961 by the State Bank of Travancore on the basis of profits earned.

23. WW2 is Sri P. K. Thomas who is a stenographer in the Kottayam branch of the State Bank of Travancore. He was an employee of the Travancore Forward Bank before it was amalgamated with the State Bank of Travancore in the year 1961. The notifications of amalgamation were marked as Ext. W8 and W9. WW2 had entered the service of Travancore Forward Bank in the year 1951 and he would say that the employees in the Travancore Forward Bank were getting bonus during the years 1951, 1952, 1957, 1958 and 1959. During the intervening years the employees of the Travancore Forward Bank were not given bonus in pursuance of an industrial dispute and the concomitant decision of the Supreme Court denying them bonus. The balance sheets of the Travancore Forward Bank for the years 1957 and 1959 were marked as Ext. W10 and W11 respectively. WW2 is the Vice-President of the employees of the State Bank of Travancore. He has added that all the employees in the State Bank of Travancore were given bonus without any discrimination during the year 1962, 1963 and 1964. He has also corroborated the version of WW1 that the absorbed employees of the Cochin Nair Bank and Latin Christian Bank which were amalgamated with the State Bank of Travancore in the year 1964, were also given bonus in the year 1964.

24. During the cross-examination, WW2 has admitted that about 1,000 employees were added to the original employees in the State Bank of Travancore by the amalgamation of the concerned three banks. WW2 has asserted in the cross-examination that the Travancore Forward Bank was paying bonus on the basis of profits earned. The Learned Counsel for the State Bank of Travancore produced the balance sheet of the Forward Bank for the year 1958. It was identified by WW2 and marked as Ext. M4. WW2 has admitted further that Ext. M4 will not show that the employees were given bonus. But he has asserted again that they were given bonus for the year 1958.

25. WW3 is Mr. C. Jacob who was an employee of the erstwhile Bank of New India since 1951 up to 1961 when it was amalgamated with the State Bank of Travancore. The Notifications of amalgamation were marked as Ext. W12 and W13. He has admitted that in the New India Bank bonus was not paid during the years 1951 to 1956. But in the years 1956, 1957, 1958 and 1959 bonus was paid to them. He has also added that even though it is not stated in the balance sheets of New India Bank for the years 1958 and 1959 that bonus was paid, it is a fact that bonus was paid for those years. The balance sheets for the years 1956 and 1957 of the New India Bank were marked as Ext. W14 and W15 respectively. In the cross-examination the Learned Counsel for the Management pointedly asked him whether he could deny when it is asserted that the New India Bank did not pay bonus for the years 1958 and 1959. The witness answered that for the said years a month's salary was paid in excess and they have considered the same as bonus. He has also added that the terms and conditions of service in the State Bank of Travancore are in accordance with the amalgamation scheme which was accepted by them.

26. MW1 is Sri K. P. Raghava Menon who is the Superintendent of the State Bank of Travancore. During the chief examination the balance sheet of the Kottayam Orient Bank for the year 1960 was marked as Ext. M5. The balance sheets of Travancore Forward Bank for the years 1955, 1956 and 1960 were marked as Ext. M6, M7 and M8 respectively. The balance sheets of the Bank of New India Ltd., for the years 1955, 1958, 1959 and 1960 were marked as Ext. M9, M10, M11 and M12 respectively. The statements showing the quantum of money demanded by the union as bonus is marked as Ext. M13. The statements showing the position of bonus payment of the three parent Banks for the years 1957 to 1960 is marked as Ext. M14.

27. MW1 has unambiguously affirmed that all the absorbed employees from the three amalgamated banks have executed documents like Ext. M8 accepting the amalgamation scheme. He has added that in Ext. W6 which is the balance sheet of the State Bank of Travancore for the year 1961 the total available profits including the amounts carried forward from last year is Rs. 8,47,722. The profits mentioned above is inclusive of the subsidy of the State Bank of India for the year 1961 i.e., Rs. 2,19,425/94 paisa. The case of MW1 is that the subsidy is given to make up the loss incurred by the branches opened after the amalgamation.

28. MW1 has deposed that the circumstances which led to the amalgamation of the said three Banks were created by the crash of the Palai Central Bank. It is his case that but for the amalgamation these three Banks would have been liquidated. MW1 has further added that in spite of Ext. W1 which deals with the terms and conditions of service and remuneration etc., of the employees absorbed in the State Bank of Travancore, since the last two years, the State Bank of Travancore has given all the amenities for the absorbed employees that are being enjoyed by the original employees. He has affirmed that continuously for a period of 8 years before 1961 the State Bank of Travancore was paying bonus to its employees. In 1962 the employees were given Rs. 1,80,000 as bonus. Bonus was paid during the years 1963 and 1964 also. He further asserted that in 1961 the financial conditions of the Bank did not justify it to pay bonus to the concerned employees. He has marked Ext. M15 which is the statement showing the total amount paid as bonus for the clerical and subordinate staff by the bank for the year 1961. After 1961 i.e. from 1962 onwards, according to him, no bonus was paid to the officers of the Bank.

29. In the cross-examination MW1 admitted that the amount shown in Ext. M13 would take in bonus payable to the officers of the amalgamated Banks also. He has admitted that in 1960 although they have not taken over any Bank, they have received subsidy from the State Bank of India. He has deposed as an answer to a pointed question that the subsidy was given for the losses incurred for all branches inclusive of all the branches opened in pursuance of amalgamation. MW1 has admitted fully that the absorbed employees from the Cochin Nair Bank and the Latin Christian Bank which were amalgamated in the year 1964, were given bonus in the year 1964 itself. He has also admitted that the said Banks were also taken over under similar schemes of amalgamation and the stipulation for the three year period for qualifying the employees to be entitled to have similar terms and conditions of service with that of the original employees, also was there.

30. In the light of the evidence adduced by both the parties, it can be considered that there is not much dispute with regard to certain facts, which are as follows:—

After amalgamation, the absorbed employees were treated, more or less, as regular employees of the State Bank of Travancore. There is

only one set of accounts for the entire Bank including the branches and the business relating to the amalgamated Banks. There is only one Balance sheet for the State Bank of Travancore for the year 1961. Thus, no distinction was actually maintained between the original employees and the absorbed employees, and between business relating to the original branches and business relating to the amalgamated Banks.

31. Basing on the admitted facts as mentioned above, the Learned Counsel for the workmen argued that there was complete integration in all respects, and so the employees of the Travancore State Bank, irrespective of the question whether they were absorbed employees or otherwise, should be granted the benefit of bonus declared for the year 1961. I consider that there is much force in the aforesaid argument.

32. Since the employees had been discriminated by the State Bank Management as original employees and absorbed employees for the matter of payment of bonus, it is for the Management to adduce cogent evidence to justify their position for maintaining such a distinction. The case of the Management from the very outset is that the scheme of amalgamation permitted the making of such a distinction for a period of three years from the respective days of moratorium. The schemes of amalgamation for all the three Banks concerned are identical. Ext. W8 is the copy of the Central Government notification sanctioning the amalgamation of the Travancore Forward Bank Ltd, with the State Bank of Travancore. Paragraph 12 of Ext. W8 provides as follows:—

“All the employees of the transferor Banks other than Sri M. M. Mathew, Deputy Secretary, shall continue in service and be deemed to have been appointed by the transferee bank at the same remuneration and on the same terms and conditions of service as were applicable to such employees immediately before the 18th December, 1960.”

Again paragraph 14 of Ext. W8 provides as follows:—

“The Transferee Bank shall, on the expiry of a period not longer than three years from the date of which this scheme is sanctioned pay or grant to the employees of the transferor Bank the same remuneration and the same terms and conditions of service as are applicable to the employees of corresponding rank or status of the transferee bank, subject to the qualifications and experience of the said employees of the transferor bank being the same as or equivalent to those of such other employees of the transferee bank.”

33. The Management has built up its case on the provisions of paragraph 14 of Ext. W2, and similar paragraphs with regard to the notifications of amalgamation of the other two Banks which provide that the transferee Bank can avail of a period of three years before making available to the absorbed employees “the same remuneration and the same terms and conditions of service as are applicable to the employees of corresponding rank or status of the transferee Bank”. It is seen that the Management’s contention is based on the scope and meaning of the words “same remuneration and the same terms and conditions of service”.

34. The words “same remuneration” can be left out since there is no dispute regarding remuneration paid. With regard to the words “same terms and conditions of service” the contention of the Union is that the claim for bonus will not be covered by the words “terms and conditions of service”. The Learned Counsel for the Union would argue that payment of bonus has never been recognised in industrial law as a term and condition of service. The words terms and conditions of service generally take in matters relating to leave, holidays, working hours, gratuity and similar claims which rest on contract, expressed or implied. But if bonus is claimed as an implied term in the contract of employment it might have come under the mischief of paragraph 14 of Ext. W8. Anyhow no such claim is made in the present dispute. The Learned Counsel of the employees vehemently asserted that the claim of the present nature regarding bonus would not be covered by the words “terms and conditions of service”. It was argued further that the insistence in the said paragraph 14 on equality of qualification and experience also would show that the provisions in the paragraph do not relate to the claim for bonus, since bonus does not depend on qualifications or experience, or rank or status but depends entirely on the trading results of the particular year. It was argued further by the Learned Counsel for the Union that if the words “Terms and conditions of service” are considered to be wide enough to take in a claim relating to bonus also, then the aforesaid paragraph 12 of Ext.

W8, provides a protection to absorbed employees in that matter also. Paragraph 12 provides that the absorbed employees should be ensured the same terms and conditions of service as were applicable to such employees immediately before the date of moratorium. Much evidence had been adduced in this case to show that the employees of the amalgamated Banks were being paid bonus depending upon trading results of each year when they were under the parent Banks. Exts. W3, W4, W5, W10 W11, W14 and W15 are documents shewing that bonus was being paid by the absorbed Banks to their employees prior to amalgamation. Ext. W14 statement produced by the Management also shows that these employees were being paid bonus, by their former employers before the merger. Thus if bonus is considered to be a term and condition of service, the absorbed employees are entitled to get bonus since they were getting bonus from their parent Banks depending upon the financial position of the said banks respectively. Therefore the State Bank of Travancore is bound to pay bonus to the absorbed employees on that score also.

35. Further, on a scrutiny of the evidence adduced by both the parties it is seen that the absorbed employees of the Cochin Nair Bank and the Latin Christian Bank were given bonus on the very same year of amalgamation with the State Bank of Travancore i.e. 1963 and 1964 respectively, in spite of the fact that the schemes of amalgamation concerning those banks did also contain the three year rule as referred to in paragraph 14 of Ext. W8. Again it is an admitted fact that even the employees concerned in this dispute were given bonus just as all other employees from the year 1962 onwards despite the fact that the 3 year period was not over by 1962 or 1963 as provided under paragraph 14 of Ext. W8. Therefore it is quite clear that the Management Bank was not insisting upon the 3 year rule with regard to bonus on any employees except the concerned employees and that for the only year 1961.

36. In the light of the above discussion it is only just and reasonable on my part when I hold that the provisions in paragraph 14 in Ext. W8 are not applicable to a dispute relating to bonus and that the Management of the Bank would not be justified in maintaining a distinction for a three year period, on this basis. Further, on any stretch of imagination I do not find any valid reason on the part of the Management to discriminate between the concerned employees and the employees of Latin Christian Bank and Cochin Nair Bank in the matter of giving bonus on the very same year of amalgamation.

37. I am fortified in my finding further, by the fact that the 3 amalgamated banks concerned in this dispute and the Cochin Nair Bank and the Latin Christian Bank were placed on the same level in the matter of order of moratorium by the Central Government against them, before they were amalgamated with the State Bank of Travancore. There is also no evidence to show that there was any difference between the profit earning capacities of the Cochin Nair Bank and the Latin Christian Bank on the one hand and the Travancore Forward Bank, Kottayam Orient Bank and the New India Bank on the other hand. In spite of the fact that MW1 was examined by the Management as an expert witness no evidence was adduced by him on this score and the only conclusion to which one can arrive at is that the distinction sought to be maintained in the case of these three banks is unjustified.

38. Ext. W6 is the report of the Board of Directors of the State Bank of Travancore for the year 1961. This report shows that as a result of amalgamation, the State Bank has been benefitted in the matter of expansion of business. The relevant portion of the Director's report in Ext. W6 is as shown below—

#### *Deposits and other accounts*

Deposits and other accounts of the Bank stand, at Rs. 17.15 crores as on the 31st December, 1961 as against Rs. 8.34 crores on the 31st December, 1960 and are higher by Rs. 8.81 crores, the amalgamation of the three banking companies referred to above accounting for an increase of about Rs. 6.75 crores.

#### *Cash balances and money at call and short notice*

The Bank's Cash Balances at the end of 1961 stood at Rs. 1.68 crores as against Rs. 1.17 crores as at the end of 1960.

Cash and balances with other Banks amounted to Rs. 5.97 crores as on the 31st December, 1961 and constituted 34.83 per cent of the deposits on that date, as against the corresponding figure of Rs. 2.45 crores

as on 31st December, 1960 bearing a proportion of 29.50 per cent to deposits.

#### *Investments*

The Bank's Investments at or below market value amount to Rs. 5.31 crores as at 31st December 1961, recording an increase of Rs. 1.86 crores as compared with Rs. 3.45 crores as on 31st December 1960, mainly as a result of the inclusion of the investments of the three amalgamating banking companies.

#### *Advances*

Advances outstanding as on the 31st December, 1961 amounted to Rs. 7.28 crores as against Rs. 4.10 crores as at the end of the year 1960, the ratio of Advances to Deposits being 42.46 per cent and 49.58 per cent respectively. .... ."

39. Thus the over all picture presented by the Directors in Ext. W6 is that the State Bank of Travancore has been benefited as a result of the amalgamation. There is also the oral evidence of WW1 to WW3 that they were doing the same amount of work as the original employees after they were absorbed in the Transferee Bank. There is no reason why I should not treat these circumstances as prime evidence to show that the absorbed employees and the absorbed business have also contributed to the trading results of the State Bank of Travancore in 1961, atleast after the respective days of absorption. Thus there is no justification at all for denying the pro-rata bonus to these employees.

The Learned Counsel for the employees affirmed further that the present dispute is not covered by the Bonus Act and therefore has to be decided on the principles of Law applicable prior to its commencement. The bonus formula as evolved by the L.A.T. and approved by the Supreme Court, is based on the theory that the workmen who contribute to the prosperity of the industry in a particular financial year should also be permitted to participate in the profits of that year. In this case, the voluntary declaration of bonus made by the Management itself shows that they recognise the contribution made by the employees to the financial results of the year. In these circumstances, unless the Management is able to show by positive evidence that the old employees alone contributed to the trading results of the year, and that the absorbed employees did not do so, there is no justification for permitting the distinction to stand. Once it is seen that all employees have contributed their mite to the trading results of a particular year, the principle is well established that considerations of social justice and equity should prevail against the grant of bonus to one set and the denial of the same to another.

41. As against this argument the only case of the Management as argued by the Learned Counsel for the Management is that the schemes of amalgamation permit the making of such a distinction. This argument in the light of my discussions mentioned above cannot be considered to be convincing. Therefore I am of opinion that on no score the Management of the State Bank of Travancore is entitled to make a distinction between its original employees and the employees concerned in this dispute in the matter of payment of bonus for the year 1961, except on the basis of proportionate payment. Thus I hold that the employees concerned in this dispute are entitled to pro-rata bonus for the year 1961.

42. The Learned Counsel for the employees cited a number of rulings in support of his position of which the rulings reported in 1956 I L.L.J. 472, 1957 I L.L.J. 226, 1961 I L.L.J. 644 etc. are worthy of mention.

43. Their Lordships of the Supreme Court have observed on Several occasions that the discrimination of employees of an industrial concern in the matter of payment of bonus would lead to discord and disaffection among the workers and to further industrial disputes

44. In the ruling of Supreme Court reported in 1961 I L.L.J. 644 it was observed as follows—

“....the payment of bonus is based on the fact of contribution by labour to the profits of the industry, and that it has been held more than once by the Court that the contribution to be taken into consideration is the contribution made by the workmen taken together as a class and that it would not be relevant to enquire which section of the workmen has contributed to what share of the profits”.

45. This decision of the Supreme Court makes it abundantly clear that it is dangerous to embark on an enquiry as to whether separate and distinct contributions were made by the two sets of employees of the State Bank of Travancore to the financial results of the year 1961.

46. All the decisions cited above point to the same conclusion viz., industrial law has never recognised different treatment to employees of a single establishment in the matter of bonus for a particular year. It cannot be denied that one of the primary functions of Industrial adjudication is the removal of socio-economic disparities and inequalities. It is therefore impossible to accept the Management's contention that there is justification for retaining the disparity shown by them in the matter of granting bonus to its employees for the year 1961.

47. The total amount set apart for bonus by the Management for the year 1961 was Rs. 1,02,000 Ext. M15 shows that from out of this amount, only Rs. 49,740 was paid as bonus to the workmen of the Bank. The balance was paid to the officers of the Bank who are not workmen under the Industrial Disputes Act. It has been laid down by the Supreme Court in 1963 II L.L.J. 629, that amounts required or set apart for payment of bonus to the officers should be ignored. In the light of this decision it should be pointed out that a substantial portion of the amount voluntarily set apart by the Bank should still be considered as available.

Therefore I hold that the action of the Management of the State Bank of Travancore in excluding the workmen taken over from the Travancore Forward Bank Ltd., Kottayam Orient Bank Ltd., and the Bank of New India Ltd., from the benefit of bonus for the year 1961 is not justified and that the Management of the State Bank of Travancore shall pay pro-rata bonus to the employees concerned in this dispute for the year 1961.

I pass this award in terms specified above and this award shall come into force on the expiry of 30 days after its publication in the Government Gazette.

(Sd.) Illegible,  
Industrial Tribunal.

#### APPENDIX

##### *Witnesses examined on the side of the Manager*

MW1--K. P. Raghava Menon.

##### *Exhibits Marked by the Management*

- Ext. M1--23rd Annual Report of the Kottayam Orient Bank Ltd., ending 31st December, 1958.
- Ext. M2--A letter from the Management to the Kottayam Orient Bank.
- Ext. M3--A letter from the Management to the Kottayam Orient Bank.
- Ext. M4--The report of the Directors and Balance Sheet for 1958 of the Travancore Forward Bank.
- Ext. M5--The Balance Sheet of the Kottayam Orient Bank as at 17th December, 1960.
- Ext. M6--The report of Directors and Balance Sheet of 1955, of the Forward Bank.
- Ext. M7--The report of Directors and Balance Sheet of 1956, of the Forward Bank.
- Ext. M8--Balance Sheet of the Travancore Forward Bank as at 17th December, 1960.
- Ext. M9--Report of Directors and Balance Sheet for 1955 of the Bank of New India.
- Ext. M10--Report of Directors and Balance Sheet for 1958 of the Bank of New India.
- Ext. 11--Report of Directors and Balance Sheet for 1959 of the Bank of New India.
- Ext. M12--Balance Sheet of the Bank of New India as at 17th December, 1960.

Ext. M13—A statement showing additional amount required for payment of bonus to the employees of the amalgamated Banks for the year 1961.

Ext. M14—A statement showing the bonus paid in the three amalgamated banks i.e. Travancore Forward Bank, Kottayam Orient Bank and the New Bank of India.

Ext. M15—A statement showing the amount of bonus paid for the year 1961 in the State Bank of Travancore.

*Exhibits Marked on the Workmen Side*

Ext. W1—A copy of the Central Government Notification dated 16th May, 1961.

Ext. W2—A copy of the Central Government Notification dated 10th June, 1961.

Ext. W3—Annual Report of the Kottayam Bank Ltd., for 1956.

Ext. W4—32nd Annual Report of the Kottayam Orient Bank, ended 31st December 1957.

Ext. W5—34th Annual Report of the Kottayam Orient Bank Ltd., ended 31st December, 1959.

Ext. W6—Report of the Board of Directors and Balance Sheet of the State Bank of Travancore for the year 1961.

Ext. W7—Report of the Board of Directors and Balance Sheet of the State Bank of Travancore, for the year ending 31st December, 1962.

Ext. W8—Copy of the Central Government Notification dated 29th April, 1961.

Ext. W9—Copy of the Central Government Notification dated 9th May, 1961.

Ext. W10—The report of the Board of Directors and Balance Sheet of the Travancore Forward Bank for the year 1957.

Ext. W11—The report of the Board of Directors and Balance Sheet of the Travancore Forward Bank for the year 1959.

Ext. W12—Copy of the Central Government Notification dated 16th May, 1961.

Ext. W13—Copy of the Central Government Notification dated 6th June, 1961.

Ext. W14—The Report of the Directors and Balance Sheet of the New Bank of India Ltd., for 1956.

Ext. W15—The Report of the Directors and Balance Sheet of the New Bank of India Ltd., for the year 1957.

*Witnesses examined on the Workmen's side*

WW1—Sri N. P. Raj.

WW2—Sri P. K. Thomas.

WW3—Sri C. Jacob.

(Sd.) Illegible,  
Industrial Tribunal.  
[No. F. 51(11)/62-LRIV.]

**S.O. 466.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad in the industrial dispute between the Dehri-Rohitas Light Railway Company Limited, Dalmianagar and their workmen which was received by the Central Government on the 21st January 1966.

## CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD

In the matter of a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947.

REFERENCE NO. 6 OF 1964

## PARTIES:

The Employers in relation to the Dehri-Rohtas Light Railway Company Limited, Dalmianagar.

AND

Their Workmen.

## PRESENT:

Shri Raj Kishore Prasad, M.A., B.L., Presiding Officer.

## APPEARANCES:

For the Employers—Sarvashri T. K. Prasad, Advocate, and G. K. Jain, Personnel Officer.

For the Workmen—Sarvashri Rama Raman, Advocate, and Bhagwan Das, workman in person.

STATE: Bihar.

INDUSTRY: Railway.

Camp: Patna, dated the 12th December, 1965

## AWARD

By its Order No. 2/19/63-LRIV, dated the 7th January, 1964, the Government of India, Ministry of Labour and Employment, referred under Section 10(1)(d) of the Industrial Disputes Act of 1947, (hereinafter referred to as 'the Act'), to this Tribunal for adjudication an industrial dispute existing between the employers in relation to the Dehri-Rohtas Light Railway Company Limited, Dalmianagar, and their workmen in respect of the matter specified in the schedule thereto annexed, which is reproduced below:

## "SCHEDULE

1. Whether the dismissal of Shri Bhagwandas, a loco-fitter of the Dehri-Rohtas Light Railway Company Limited, by the management of the said Company, with effect from the 4th May, 1960 was justified?
2. If not, to what relief is the workman entitled?"
3. A written statement on behalf of the workmen was received from Shri Deoki Nandan Prasad, duly authorised representative of the workmen of the Dehri Rohtas Light Railway Company, Limited on 4th February 64; thereafter on 17th February 64 a written statement on behalf of the management through Shri Bhagat Ram Gulati, Secretary for and on behalf of the Dehri Rohtas Light Railway Co., Ltd., Dalmianagar, was received. Subsequently the workman also filed a reply to the written statement of the management signed by nine of the workmen amongst whom were also the five elected representatives of the workmen.

4. The management in its written statement raised a preliminary objection that the present dispute was an individual dispute and not an industrial dispute and, therefore, the present reference in respect of the said dispute was incompetent. This preliminary objection at the request of the parties particularly the management, was decided first and I disposed of the preliminary objection by my order dated 26th December 64 and overruled the preliminary objection and held that the present dispute was not an individual dispute but an industrial dispute and, therefore, the reference was competent. It may be mentioned here that an application for leave to appeal was filed before the Supreme Court under Article

136(1) of the Constitution of India. The said application, however, was subsequently allowed to be withdrawn by the Supreme Court on 26th July 1965 by the management petitioner

5. The case of the workman in this written statement was that he was appointed in the Dehri Rohtas Light Railway Co., Ltd., as a Loco Fitter on 16th November 1949 and worked in the said capacity in the said Railway Loco Shed to the entire satisfaction of the officers concerned and he always maintained a good record as it will appear from his service record; that in 1958, the general election of the union was going to be held and the concerned workman proposed the name of some other gentlemen for the presidentship of the said union in place of Shri Baswan Singh the then president of the said union and demanded the election by secret ballot, which was ruled out by the then president of the meeting, as a result of which he walked out of the meeting followed by several hundred workmen assembled there and held a parallel meeting then and there and formed by election, a parallel committee of the said union; that this action of his enraged both the management of the Railway Company and Sri Baswan Singh, the President of the union and since then he became an eyesore to the officers concerned of the said Railway Company; that in 1960 he was granted leave from 18th April 1960 but the work for which he took leave could not be finished within the stipulated period of leave due to some domestic troubles and as such, while still on leave, he applied for extension of his leave (without pay) on 25th April 1960 by registered A.D. post, upto 3rd August, 1960 i.e., 8 days before the expiry of his granted leave; that it so happened that on 2nd May 1960 he was going to Dehri Bazar from his village Mathuri and when he reached near the Block Development Office, which lies in between Dehri Bazar and village Mathuri he heard some slogans being raised in front of the Block Development Office and he out of curiosity wanted to see what was going on there, and when he went there, he saw a big crowd assembled there raising slogans against rise in prices and also saw some two or three socialists offering Satyagrah there by lying themselves down; that when the police were removing the Satyagrahis by dragging them, he interrupted and checked the police from doing so and when the police did not hear him, he being inspired by the scene also became a participant by lying himself down as a protest against the highhandedness of the police against the said Satyagrahis upon which the police arrested him also; that he thereafter was sent in prison to remain their till trial; that his father tried to get him released on bail, which was not granted by the Magistrate as the Satyagrah of the socialist party was continuing in full swing; that the Manager of the Company issued a registered A. D. letter in his name to his village address, but as he was in prison, the above letter was received by his father and the contents of the above letter were that his services were terminated with effect from 4th May 1960; that his father once again tried to get him released on bail which too was disallowed; that later on when the Satyagrah movement subsided, he was got released on bail on 29th October 1960 although the bail petition was moved before the expiry of the leave applied for i.e. 3rd August 1960; that the delay occurred due to enquiries about the properties of the bailers and therefore, he could not be released before 3rd August 1960—the date when the extended leave applied for was to expire; that he was prosecuted under Section 120 of the Railway Act by the State of Bihar but he was acquitted by the Judicial Magistrate, Sasaram on 29th March 1961 and he was released under Section 251 Cr P.C.; that soon after his release from custody he personally approached the Manager of the Railway several times and requested him to restore him to employment, treating the period of absence from duty as leave without pay, but his request went unheeded; that then he submitted his application to the Manager 21st November 1960 but no reply was received by him; that in the background of the events leading to espousal of his cause by his co-workers, who sent their representation to the Regional Labour Commissioner with a copy to the Conciliation Office (C) Hazra ibagh upon which the conciliation proceeding started on 19th November 1960, but it failed due to unbending and unreasonable attitude of the management; that there was a complete disregard of Clause 7(c) and Clause 11(v) of the Certified Standing Orders of the Company with the result that he was not served with any chargesheet, nor any enquiry was made into the said chargesheet and he was illegally and arbitrarily dismissed without any notice and as such it was illegal and unjustified and, therefore his dismissal or discharge should be set aside and he should be reinstated with back wages.

6. The defence of the management in its written statement was that the concerned workman was on leave from 18th April, 1960 to 3rd May, 1960 on the ground of constructing his house, but it appears that some time after the termination of the leave of the concerned workman on 3rd May, 1960, an application purporting to be from the concerned workman was received in the name of the Manager sometime on the 19th or thereabout, asking for extension of leave on the ground that there were some domestic difficulties as well as the construction of his house.

but none of these reasons were correct, that he had already been arrested and was in jail and the management suspected that his application for extension of leave was ante-dated and fabricated to save his purpose, that the management took action on the report upon the application dated 25th April, 1960, but received on or about the 19th May of the chargeman under whom the concerned workman worked and after making proper enquiries from the police officers and others and came to the conclusion that the leave asked for could not be granted and terminated his service according to Clause 7(d) of the Standing Orders; that the claim of the concerned workman that he was dismissed with effect from 4th May 1960, was not justified, because the services of the concerned workman were terminated according to the contract as contained in the Standing Orders and not due to any supposed misconduct on his part, and, therefore, the question of a chargesheet or an enquiry into any supposed misconduct does not arise; that besides this, in the circumstances of this case, an enquiry of the kind suggested by union would be impossible on account of the fact that the concerned workman was in jail and could not participate in any enquiry till 29th October 1960; that, therefore, the termination of services of the concerned workman was proper and justified and he was not entitled to any relief.

7. After the disposal of the preliminary objection, I fixed the main reference for hearing on merits at Patna, as desired by the parties, in the premises of the Bihar State Industrial Tribunal, Patna, and ultimately the case was taken up for hearing on merits on 29th September 1965.

8. On 29th September 1965 when the case was taken up Sarvashri T. K. Prasad, Advocate and G. K. Jain appeared for the management and Sarvashri Rama Raman, Advocate, Keshava Shastri and Bhagwan Das, the concerned workman, appeared for the workmen concerned.

9. Both the parties filed documents on the merits of the case, which, with mutual consent, were taken in evidence and marked as Exts. Documents filed by the concerned workman were marked Exts. W 29(A) to W32 and the documents filed by the management were marked Exts. M 25 to M 35. Both sides examined witnesses also on the merits. The witness of the management was MW 9, Shri Bhagat Ram Gulati and MW 3 Shri Kamala Prasad was re-examined. The workman also examined WW 4 Shri Bhagwan Das, the concerned workman, who was recalled and re-examined on merits. No further witness was examined on any side on the merits.

10. It may be mentioned here that at the time when the preliminary objections were being heard both the parties filed documents and examined witnesses regarding the preliminary objections. The documents filed by the management were marked Exts. M to M 24 and the documents filed by the workmen were marked Exts. W to W 29.

The witnesses examined by the workman at that time were WW1, Sir Raj Mohan Singh; WW 2 Shri Deoki Nandan Prasad; WW 3 Shri Nizamuddin and WW 4 Shri Bhagwan Das, the concerned workman and on behalf of the management the witnesses examined were MW 1 Sri Marairam; MW 2 Sri Chandra Ketu Narain Singh; MW 3 Sri Kamla Prasad; MW 4 Sri Geory Lal; MW 5 Sri Ram Kumar Singh; MW 6 Jamadar Singh; MW 7 Sri Kali Krishna Mallick; and MW 8 Sri R. D. Mital.

On the merits, however, no reliance was made by the parties on the statements of these witnesses recorded at the time of hearing of the preliminary objection except those documents and witnesses relied upon at the hearing on the merits which are specifically referred to hereinafter. I have simply mentioned the fact in order to avoid confusion, because the witnesses and exhibits numbers have been numbered after the above numbers of the exhibits and witnesses when the case was heard on the merits.

11. I think it will be useful if I state the material facts in their chronological order with their exhibit numbers. The facts are these:

16.11.49: The concerned workman Sri Bhagwan Das was appointed as Loco Fitter in the Dehri Rohtas Light Railway Company, Limited, Dalmia-nagar.

12.4.60: He applied for leave from 18.4.60 to 3.5.60 (Ext. M 25)

12.4.60: The leave applied for was granted.

25.4.60: He applied for extension of leave upto 3.8.60 (Ext. W 2=M 28). The registration receipt of having sent this letter by registration on 25.4.60 is Ext. W 1. but it may be stated that the management challenged it as fabrication.

2.5.60: He was arrested by police on several charges.

19.5.60: On his application for extension of leave (Ext. W 2—M 28), a report was submitted by the concerned officer but no order was passed on this report.

25.5.60: His services were terminated with retrospective effect from 4.5.60 (Ext. W 6—Ext. M 29).

29.10.60: He was released on bail.

21.11.60: He applied to the Manager for review of his discharge order after being released on bail (Ext. M 32).

14.12.60: He sent a reminder (Ext. W 29) to the Manager of the Company referring to his earlier letter on 21.11.60 (Ext. M 32) and requesting for a reply as no reply has been received attaching a copy of the application (Ext. M 32). This is proved by the registration receipt Ext. W 30 and the acknowledgment receipt Ext. W 31.

29.3.61: He was acquitted in one of the case GRP 1965/66 under Section 120 of the Railway Act (Ext. W 10).

29.3.63: Certain persons (Dhanpat and others) raised dispute.

1.9.63: A meeting was held of all the workmen to consider his dismissal and at that meeting five persons were appointed as representatives of the workmen to take up the cause of the workmen concerned.

22.11.63: Failure report of the Conciliation Officer (Ext. W 3).

7.1.64: The present reference was made.

Admittedly no chargesheet was issued to the concerned workman and, therefore, the question of holding any enquiry into the said charge does not arise.

12. On the foregoing facts the arguments presented on behalf of the management by Shri T. K. Prasad, Advocate, may be summarised thus:

(a) The present reference is misconceived, because it is not a case of dismissal, but of termination of service. On the evidence and the pleading, Sri Prasad conceded that, dismissal cannot be justified, but he submitted that termination of service was fully justified. The workman's contention that dismissal is mentioned in the reference, and actually it is not termination, has no merit because no where it has been so alleged by the workman. Pleadings also do not allege dismissal and therefore, the Tribunal cannot go into the question of dismissal. He also relied on the Standing Orders Ext. W 9 clause 11(ii) wherein a distinction, it was argued, is made between dismissals and other termination of services, and here, in the instant case, it was contended, it is satisfied that the present case is not a case of dismissal but of termination. He relied on the decision of the Supreme Court in *J. K. Iron and Steel Co., A.I.R. 1956 S.C. 231, 235*.

(b) The termination is justified under clause 7(d) of the Standing Orders (Ext. W 9), which only applies to the present case, because the Manager took action under Clause 7(d). The argument of workman that as Clause 7(c) was not applied Clause 7(d) does not apply has no substance because it has no application to the present case. It was contended that Clauses 7(c) and (d) deal with extensions of leave in consequence of absence beyond the period of leave. Ext. W1 is a forgery because no acknowledgment receipt in respect of Ext. W1 is filed under which Ext. W2—Ext. M28 was sent to the Manager. Leave cannot be presumed to have been granted as a matter of course and, therefore, when no leave was granted it cannot be presumed that leave was granted and, therefore, in such circumstances, action under Clause 7(d) was justified. It was also contended that the Workshop of the Railway is by the side of the Post Office as admitted by WW4 himself on 30th September 1965 and, therefore, any reasonable man would deliver his application by hand personally instead of by post. The story of sending the application by post is false. Shri Prasad relying on the decisions of the Calcutta High Court in *Rabindra Nath Sen Vs. The First Industrial Tribunal, West Bengal*, 24 F.J.R. 183, at page 187, submitted that "The expression 'Leave' means leave on absence, that is to say, permission obtained by an employee from his employer relieving him from duty of attending his work", as held in this case, but here no such leave was extended. The workman asked for leave without pay which means he had no leave due, and as such the management was justified in taking action under Clause 7(d) of the Standing Orders Ext. W9.

(c) On the facts of the present case when the concerned workman was arrested there was no necessity of issuing any chargesheet as no conceivable defence was possible and, therefore, no chargesheet was issued and no enquiry had been made into this chargesheet. In support of this contention reliance was placed on *Burnpur and Co., Ltd., Versus Their Employees*, 1956 II FJR 217=AIR 1957 S.C. 38 and *Indian Iron and Steel Co., Ltd., and another versus Their Workmen*, 1957 13 FJR 377=AIR 1958 S.C. 130.

(d) It is not correct to say that no enquiry was made by the management inasmuch as enquiry was made by the management from the police as it will appear from Ext. M26 dated 4th May 1960 and the police report thereon Ext. M27, dated 8th May 1960 and Ext. M 31 dated 15th June 1960 and these Exhibits viz., M26, M27 and M31 constitute a limited enquiry. Reliance was placed on Clause 11 of the Standing Orders, Ext. W 9 and it was contended that, in the present case, the relevant clause is Clause 11(b) read with Clause 7(d) under which action was taken and, therefore, termination was justified. Relying on the decision of the Supreme Court in *Buckingham and Carnatic Co., Ltd., Vs. Venkatesh*, 25 FIR 23, at page 37, it was also contended that when there are several Standing Orders, one of which permits the management to deal with the case, according to its provisions, it is perfectly valid.

(e) Suspension of the workman was proper because three cases were pending against the concerned workman as it will appear from Ext. M31 and judgments had not been given in any of these and there is no evidence of acquittal and benefit of doubt goes to the employer. Therefore, to the present case Clauses 11(viii) (a) and (c) of the Standing Orders apply, Ext. W9 and as such suspension was justified.

(f) Assuming that the order of termination is an order of dismissal and also assuming that such dismissal was not justified, the Tribunal was not bound to reinstate the concerned workman for three reasons; *first*, the present case is covered by the principles laid down in *Assam Oil Co.* 1960(I) LLJ 587 and in *Shyamnagar Jute Mills* 1964(I) LLJ 634; *secondly*, because on Exhibits M34 and M35 the concerned workman was employed elsewhere from the 9th June, 1962 and continues still there, and *thirdly*, the management considers it undesirable to re-instate him in the present employment in view of his past record of vandalism and destruction as evidenced by Ext. M27.

(g) Even assuming that the termination of service was unjustified and the workman should be reinstated, he is not entitled to compensation from the date from which he was dismissed on 25th May 1960 till the date of his reinstatement, because he got service on 9th June 1962 after his acquittal on 29th September 1963 and, therefore, practically he remained unemployed only for 14 months. Sri Prasad further relied on a decision of the Calcutta High Court in *Satyendra Kumar Dutt Vs. District Board of 24 Parganas*, A.I.R. 1959 Calcutta 536 and contended that the concerned workman also for the present was entitled only to three month's wages. He also relied on a decision of the Madras High Court in *Tanjore Permanent Bank Vs. V. G. N. Muniswami* A.I.R. 1964 Madras 183, at page 184, on the question. He submitted that under clause 9(a) of the Standing Orders one month's notice is required to terminate the service or one month's pay and, therefore, he submitted that the concerned workman was not entitled even if his termination is held to be unjustified to full wages for the full period.

13. The above contentions were combated by Shri Rama Raman and he submitted in reply that Ext. W6, by which the services of the concerned workman were terminated, is in fact a letter of dismissal because it speaks of (i) anti-social activities, (ii) being put in prison, (iii) of having made application, Ext. W2, for extension of leave only to shield from the danger. The reason given in Ext. W6 are (a) malafide also because the application for extension was made on 25th April 1960 as it will appear from Ext. W1 and he was arrested on 2nd May 1960 and his leave was till 3rd May 1960; (b) it was further contended that the first part of clause 7(c) of the Standing Orders was complied with by the workman but no reply was received as envisaged by the Second part of Clause 7(c), although MW 9. Sri B. R. Gulati said that Ext. W6 is the reply to Ext. W2, which it could not be and, therefore, the management violated Clause 7(c), second part, and as such the action taken under Clause 7(d) was illegal and unjustified.

(c) Clause 7(d) (1) and (2) of the Standing Orders were also violated by the management.

(d) The order terminating his services under Ext. W6 is illegal also because it was with retrospective effect and services cannot be terminated also for offence outside the premises of the management.

(e) The motive of the management is apparent from the evidence of Shri Gulati, MW 9 that he would not take him in and also from the written statement, the evidence of WW 4 para 1 that the management was anxious any how to get rid of him.

(f) On the question of compensation it was conceded that the concerned workman was entitled to compensation at least from 4th May 1960 to June, 1962, otherwise from 21st November 1960 to June 1962.

For these reasons it was contended that the termination or dismissal as the case may be was unjustified and should be set aside.

#### DECISION ON MANAGEMENT'S ARGUMENTS: AND WORKMEN'S REPLIES

*Re: 12(a): Is the reference misconceived?*

14. It was very strenuously argued on behalf of the management that the impugned order, Ext. W6 dated 25/26th May, 1960—Ext. M29 was for termination of service of the concerned workman with effect from 4th May 1960 retrospectively and it could not be construed as a letter of dismissal, and, therefore, the present reference being for consideration whether the dismissal of the concerned workman was justified was beyond the scope of the Tribunal to determine the question of dismissal when actually the concerned workman had not been dismissed, but his service had only been terminated. In this connection Shri Prasad relied on the decision of the Supreme Court in *J. K. Iron and Steel Co., Ltd. Kanpur versus Iron and Steel Mazdoor Union, Kanpur A.I.R. 1958 S.C. 231* in which, at page 235, Bose, J., (who spoke for the Court) observed:

"Now the only point of requiring pleadings and issues is to ascertain the real dispute between the parties, to narrow the area of conflict and to see just where the two sides differ. It is not open to the Tribunals to fly off at a tangent and, disregarding the pleadings, to reach any conclusions that they think are just and proper."

In view of the above observation, the crux of the matter is, what exactly is the dispute in the present case? To decide this question the principle laid down by the Supreme Court in *Tewari (S.R.) versus the District Board, Agra, 1964(I) L.L.J. 1* is to the point, and the observations of Shah J., who spoke for the Court, at page 8, may appropriately be read here:

"It is settled law that the form of the order under which the employment of a servant is determined is not conclusive of the true nature of the order. The form may be merely to camouflage an order of dismissal for misconduct, and it is always open to the Court before which the order is challenged to go behind the form and ascertain the true character of the order. If the Court holds that the order though in the form merely of determination of employment is in reality a cloak for an order of dismissal as a matter of punishment, the Court would not be debarred merely because of the form of the order in giving effect to the rights conferred by statutory rules upon the employees."

In the aforesaid case it was further held that:

"In the law relating to master and servant the expression "dismissal" has acquired a limited meaning—determination of employment as a method of punishment for misconduct or other cause and..... the expressions "dismiss" and "dismissal" must have the same connotation in the law which deal with the power and the procedure for exercise of that power."

On the facts of that case it was held that terminating the employment in that case was in reality one in the nature of dismissal as punishment and the form used was merely a camouflage merely to conceal the true object of the management.

15. In the light of the above decision, let us now see how the matter stands in the present case. Ext. W6=Ext. M29, letter dated 25/26 May 1960, which

was issued to Shri Bhagwan Das, the concerned workman, by Shri B. R. Gulati, Manager, MW 9, is in these words:

"With reference to your application dated 3rd April 1960 Ext. M25 applying for leave from 18th April to 3rd May 1960 on the ground of construction of a house, we find that during this period instead of constructing your house for which you took leave you indulged yourself in anti-social activities and was arrested on 1st May 1960. Apprehending yourself to be in danger for your such acts you put up another application for 3 months leave for the same purpose, i.e., (Ext. W2=Ext. M28). On return you could not join your duties being yourself under prison bar for your such anti-social activities. Your services are, therefore, hereby terminated with effect from 4th May 1960, i.e. from the date on which you were expected to resume your duties."

From the above letter it is clear that he was accused of indulging in anti-social activities, which resulted in his arrest on 1st May 1960, although he was on leave till 3rd May 1960 and the management suspected that the application for extension of leave for three months was only a pretext to shield himself against such dangerous acts and the management said in this letter that as he could not join his duties being himself under prison for anti-social activities his services were therefore terminated with effect from 4th May 1960 i.e. from the date he was expected to resume his duties. In the Standing Orders Ext. W9 Clause 11 deals with disciplinary action for misconduct. Clause 11(vi) mentions the acts and omissions, which shall be treated as misconduct. One such is sub-clause (h), which deals with habitual breach of law or railway rules and another is sub-clause (g), which deals with riotous or disorderly behaviour during working hours at the establishment or any act subversive of discipline. Admittedly the concerned workman was prosecuted under Section 120 of the Railway Act as will appear from Ext. W.10, but he was acquitted under Section 251(4) Cr. P.C. on 29th March 1961. It will appear from Ext. M.26, which is a letter dated 4th May 1960 written by the Manager enquiring from the Sub-Inspector of Police to inform him regarding the charges against the concerned workman so that the management may take necessary steps and to this letter Ext. M26, the Sub-Inspector of Police in reply on 6th May 1960 Ext. M27 informed him that the concerned workman was arrested by the police on 1st May 1960 and First Information Report was lodged on that day under Sections 111, 120 and 122 of the Railway Act and cases were pending against him. On receipt of that letter, a copy of it was sent to the Loco and Carriage Superintendent, under whom the concerned workman worked, to take action against him for the above. Ext. M31 is a letter written by the Manager on 15th June 1960 to the Officer Incharge, Railway Police Force, Eastern Railway, Dehri-on-Sone informing that after his discussion with him he had already discharged Sri Bhagwan Das, the concerned workman, who had been arrested by the police for his misdeeds and had been sentenced for 6 months' R.I. On the above documents there can be no doubt that the management considered the concerned workman guilty of misconduct, but was careful enough not to mention his misconduct in view of Clause 11(vi), which after specifying the acts and omissions which amount to misconduct, says—

"No order of dismissal shall be made unless the workman concerned is, by issue of a chargesheet asked to show cause why he should not be dismissed and informed in writing of the alleged misconduct, and is given an opportunity to explain the circumstances alleged against him by a fixed date which shall ordinarily allow him an interval of seven clear days from the date he receives the chargesheet. The workman shall be given all reasonable facilities for the conduct of his defence."

"No formal enquiry is necessary when the order of dismissal is issued on the strength of facts and conclusions arrived at by a judicial trial or when the accused is absconding."

The management knew that if they would mention the word "dismissal" or "dismiss", a formal chargesheet would have to be issued against the concerned workman and an enquiry will have to be held and, therefore, in order to circumvent Clause 11 used the words 'termination of service' in the impugned order, although in Ext. M 31 the management used the expression "discharged" but according to Clause 11(ii) discharge does not amount to removal or dismissal. Clause 9 deals with termination of employment, but no action was taken thereunder. It may further be mentioned that at the time when he was dismissed

on 25/26th May 1960 the criminal cases were pending. Assuming that there were three cases pending, but none of them had been decided, and, therefore, it was not open to the management without waiting to see finally the results of the cases to dismiss him from service as will appear from Clause 11(viii) which deals with suspension and at least he could only be suspended under Clause 11(viii) (a) and this obviously shows the *malafide* of the management and the desire of the management to get rid of this workman. It may further be mentioned that Clause 11(i), which deals with several penalties, which may be imposed upon the workman for good and sufficient reasons upon misconduct being proved, does not speak in any of the sub-clauses (a) to (l) about termination of service. Clause 11(i)(g) speaks of removal from service. The management were fully aware of their own Standing Orders and, therefore, realising this difficulty they found out a way to use the word 'termination of service' in order to get over the Standing Orders. They took care not to use the word 'discharge', in Ext. W6 although, as said above, in Ext. M31 the word "discharged" has been used, because Clause 11(ii) provides that discharge of a workman does not amount to removal or dismissal.

16. For the reasons given above, I have no manner of doubt that the form of the order passed, that is, Ext. W6=Ext. M29 was merely to camouflage the order of dismissal for the alleged misconduct and it was not an order for terminating his service. I, therefore, reject the contention of the management and accept that of the workman and hold that the impugned order Ext. W6=Ext. M29 is an order of dismissal of the concerned workman and is in reality a cloak for an order of dismissal as a matter of punishment in order to circumvent the Standing Orders, which required issue of a chargesheet for misconduct and holding of an enquiry into it and the said order is not a letter of termination of service as alleged by the management, but an order of dismissal for misconduct. It is not correct to say that the concerned workman has not alleged his dismissal. The case of the workman throughout has been that he has been illegally dismissed. Clause 11(ii) does not at all speak of termination of service. It only says that discharge does not mean dismissal or removal. The Supreme Court decision relied upon by the management has no application here. The workman's contention that the dismissal is illegal also because it is to operate retrospectively needs now no decision. But I may observe, as held by the Supreme Court in *R. Jeeraratnam vs. The State of Madras*, decided very recently, the "An order of dismissal with retrospective effect is, in substance, an order of dismissal as from the date of the order with the super-added direction that the order should operate retrospectively as from an anterior date. The two parts of the order are clearly separate, (as in this case also). The Court cannot pass a new order of dismissal but certainly it can give effect to a valid and separable part of it."

17. On the above finding that impugned order Ext. W6=Ext. M29 is an order of dismissal and not an order of termination, it follows that the reference to consider the legality or illegality of the dismissal of the concerned workman is perfectly in order and the Tribunal has jurisdiction to decide it and to go into merits also. I may, however, mention that on the contention of Shri Prasad, on behalf of the management, on the evidence and the pleading dismissal cannot be justified, obviously because the concerned workman was dismissed without any chargesheet and without giving him an opportunity to explain the circumstances against him and such a procedure was contrary to Clause 11 of the Standing Orders. Therefore, it is not at all necessary to consider the other arguments raised by Sri Prasad, as they become simply of academic interest, but I propose to deal with those points also and give my findings on them.

*Re. 12(b): Even assuming it was termination, if it is justified.*

18. Sri Prasad on behalf of the management contended very strenuously that the termination was justified, because action was taken by the management under Clause 7(d) of the Standing Orders Ext. W. 9, which only applied to the present case. It was further contended that termination was justified also on the ground that Clause 11(vi) (last paragraph) provides that "No formal enquiry is necessary when the order of dismissal is issued on the strength of the facts and conclusions arrived at by a judicial trial or when the accused is absconding," and, as in the instant case, in view of Clause 7(d) the concerned workman remained absent beyond the period of leave originally granted he lost his lien on his appointment and was treated as an *absconder*. The contention of the Union, however, was that sub-clause (d) in Clause 7 comes after sub-clause (c) and, therefore, both the sub-clauses (c) and (d) in Clause 7 are to be read together and if sub-clause (c) is contravened, as was done in the present case, the management gets no right

to act under sub-clause (d) of Clause 7 of the Standing Orders Ext. W. 9. It would be useful to read Clauses 7(c) and (d), which are reproduced below:

"7. Leave.

(c) Any extension of leave shall normally be applied for prior to the expiry of the leave already sanctioned. Such applications shall be sent either by a registered post or by wire, or delivered by hand obtaining a receipt for the same.

*Replies to such leave applications particularly in cases where such extension is refused shall be sent by registered post or by hand if the same are likely to reach the workman concerned before the expiry of the leave already sanctioned."*

"(d) If the workman remains absent beyond the period of leave originally granted or subsequently extended he shall lose his lien on his appointment and he will be treated as an absconder and discharged. The Manager however may condone such absence—

(i) if the workman concerned returns within the stipulated period on the expiry of leave; and  
 (ii) gives explanation to the satisfaction of the Manager of his inability to return before the expiry of the leave."

On the plain language of Clause 7(c) it is plain that an application for extension of leave must be made before the expiry of the leave already sanctioned and such application shall be sent either by registered post or by wire or delivered by hand obtaining a receipt for the same; and a reply to such an application particularly when such an extension is refused shall be sent by registered post or by hand if the same are likely to reach the workman concerned before the expiry of the leave already sanctioned.

Admittedly, in the instant case, Clause 7(c) not observed on the ground that no application for extension of leave was received before the expiry of the original leave. Let us see how far this allegation of the management is correct. On 12th April 1960, the concerned workman applied for leave as it will appear from Ext. M25 from 18th April 1960 to 3rd May 1960, which was allowed the same day. So far is admitted. On 25th April 1960, according to the workman, he applied for extension of leave upto 3rd August 1960 by making an application Ext. M28—Ext. W2, the latter of which is a copy of the original application, which has been filed by the management and it is Ext. M28. Ext. M28 was sent by registered post as will appear from the registration receipt dated 25th April 1960, Ext. W1. Admittedly no reply was sent by the management informing the concerned workman either refusing or granting the extension applied for. It was alleged by the management that the registration receipt, Ext. W1 is a fabrication. I have looked into it carefully. I am not prepared to accept this wild allegation of the management. This registration receipt, Ext. W1 is a printed receipt bearing No. 33 and it also bears the seal of the Post Office, dated 25th April 1960. It was, therefore, open to the management to call for original counterfoil receipt Book in order to show that this receipt was not issued at all, but this obvious step was not taken by the management. I cannot hold that Ext. W1 is forged. It is a genuine document and supported by the evidence of the concerned workman WW4 and also by the original application Ext. M28. It was alleged by the management that this original application for extension of leave Ext. M28 was received on 19th May 1960 but I am not prepared to believe it, because admittedly the Post Office is near to the Workshop of the Railway and, therefore, in the ordinary course it must reach, on the evidence of WW4, the second day. It was said that Ext. W1 should be held to be forged because its acknowledgment receipt has not been filed. The concerned workman WW4 has stated in his evidence on 30th September 1965 that he himself went to the Post Office to post the registered letter on 25th April 1960 and that the Acknowledgment Due receipt was attached with it, but he did not receive the acknowledgment receipt, and, therefore, it was not filed. I may also mention that Ext. W1, which is challenged as forged, is exactly like Ext. W30, which is admitted to be genuine. Therefore, I have no manner of doubt that Ext. W1 is a genuine document and not a fabricated document.

The position then is that the concerned workman applied for extension of leave on 25th April 1960 before the expiry of his leave on 3rd May 1960, that is, about 8 or 9 days before the expiry of the leave, but the management sat tight over it. Obviously, therefore, Clause 7(c) was violated deliberately by the management, because the second paragraph of sub-clause (c) of Clause 7 required that the

reply to such have application particularly when such extension of leave has been refused shall be sent by registered post so that it may reach the workman before the expiry of the leave already sanctioned. This obviously was not done. In order to cover this fault of its what the management has now done is that it has filed the original application of the workman, Ext. M28 dated 25th April 1960 showing on it a report dated 19th May 1960 by some of its officer after the expiry of the leave to the following effect:

"The applicant was granted leave from 18th of April 1960 to 3rd May 1960. Instead of joining on due date he has applied for three months further extension i.e. upto 3rd August 1960. The cause of extension is totally wrong. I have heard that during his leave period, he took active part in Socialists Satyagraha with the result he has been Imprisoned and he is in Sasaram Jail. I am giving this information for your proper action."

Now it is clear that the above report was written on the original application in order to make it a ground for his dismissal. Such an action on the part of the management was *mala fide*. Clause 7(d) provides that if the workman remains absent beyond the period of leave originally granted or subsequently extended, he shall lose his lien on his appointment and he will be treated as an absconder and discharged. On my finding that he did make an application for extension of leave which was not refused by the management because the workman was not informed as required by Clause 7(c). It is obvious, that Clause 7(d) never came into play, and, therefore, the management had no jurisdiction to take any action under Clause 7(d) and as such even termination of service of the concerned workman acting under Clause 7(d) was illegal and unjustified as he was not an absconder at all. It is true, as observed by Banerjee J. of the Calcutta High Court, in *Rabindra Nath Sen vs. The First Industrial Tribunal, West Bengal*, 24 F.J.R. 163, at page 187, that

"The expression 'Leave' means leave on absence, that is to say, permission obtained by an employee from his employer relieving him from duty of attending his works. In cases where leave is governed by leave rules leave must be obtained according to the requirements of the rules ..... In all other cases leave should be obtained as a pre-requisite to going on leave, unless prevented by unavoidable reasons."

In the present case he went on leave after leave had been granted to him on 12th April 1960. The only dispute is about his extension of leave. According to the management the concerned workman did not apply for extension of leave at all and, therefore, he was absent beyond 3rd May 1960 till 21st November 1960, when he applied to the Manager after being released on bail for review of his discharge order as it will appear from Ext. M32, but according to the concerned workman he made an application as required by Clause 7(c) for extension of his leave by registered post, but the management did not reply to it informing the concerned workman that his extension of leave had been disallowed although Clause 7(c) requires that reply to such leave application particularly in cases where such extension is refused shall be sent by registered post. Shri Gulati MW9 said that Ext. W6, which is the letter of dismissal, should be considered to be the reply to his application for extension of leave Ext. W2. In my opinion, this is a bitter pill to swallow. It is rather surprising to hear that a reply refusing extension of leave and the order of dismissal should both be contained in the same letter. Moreover, there is no mention in Ext. W6 that his application for extension of leave has been refused. I can't understand, in these circumstances, how can the concerned workman be said to be "absconding" even within the meaning of the last para of Clause 11(vi) and, therefore, it cannot justify alleged termination of service.

For these reasons, I would reject the contention of the management and accept the contention of the workman and hold that the alleged termination of service was unjustified and quite illegal and contrary to the Standing Orders Clause 7(c), which was deliberately violated.

*Re. 12 (c): If chargesheet and enquiry necessary*

19. The question whether chargesheet and enquiry were necessary, as required by the last but one paragraph of Clause 11(vi) of the Standing Orders Ext. W 9, in view of the two decisions of the Supreme Court referred to before need not be discussed in detail because it was conceded by Sri Prasad, as mentioned earlier also, that if it was a case of dismissal then chargesheet and enquiry were necessary and as in the present case there had been neither chargesheet nor enquiry, the dismissal was unjustified. Moreover, I may mention that the facts

and circumstances of the two Supreme Court decisions relied upon by Sri Prasad have no application to the present case. Here the concerned workman had a good defence to make and a good explanation in support of his defence, which he could have taken but unfortunately he was dismissed without any chargesheet and without any enquiry and such a dismissal is entirely illegal and unjustified as rightly conceded by Sri Prasad.

*Re. 12 (d): Limited enquiry*

20. The limited enquiry alleged by the management as represented by Exts. M 26, M 27 and M 31 cannot be called an enquiry as contemplated by the Standing Orders. What was done by the management was that the management sent a letter on 4th May 1960 Ext. M 26 to the Sub-Inspector of Police enquiring what were the charges against the concerned workman so that the management might take necessary steps against him. To the said letter the Sub-Inspector of Police sent a reply on 6th May 1960 Ext. M 27 informing that on 1st May 1960 a First Information Report under Sections 111, 120 and 122 of the Railway Act has been started against several persons including Sri Bhagwan Das, the concerned workman also, and that they had been arrested by the police and the cases were pending. On receipt of the said letter Ext. M 27, a copy of it was sent to the Loco Carriage Superintendent under whom the concerned workman had worked to take action against him. On 15th June, 1960 the Manager informed the Officer-In-Charge of Police Station by Ext. M 31 that the concerned workman had been discharged for his misdeeds as he had been sentenced to 6 months' R.I. In my opinion this so called "limited enquiry" was in no sense an enquiry as contemplated by Clause 11 of the Standing Orders and, therefore, reliance on the same cannot protect the management and is of no assistance and as such on this ground also the alleged termination of service of the concerned workman cannot be justified.

21. As regards the contention of Sri Prasad relying on the decision of the Supreme Court in *Buckingham and Carnatic Co., Ltd., vs. Venkatiah*, 25 F. J. R. 25, at page 37 in which His Lordship Gajendragadkar J., (as then he was), who Spoke for the Court at page 37, said.

"It is true that absence without leave for eight consecutive days is also treated as misconduct under clause 13(f) of the Standing Orders. The said Clause refers to the said absence and habitual absence without leave. In other words, the position under the Standing Orders appears to be that absence without leave for more than eight consecutive days can give rise to the termination of the contract of service either under Standing Order No. 8(ii) or may lead to the penalties awardable for misconduct after due enquiry is held as required by the relevant Standing Orders. The fact that the same conduct is dealt with in two different Standing Orders cannot affect the applicability of Standing Orders No. 8(ii) to the present case. It is not as if the appellant is bound to treat Venkatiah's absence as constituting misconduct under Standing Order No. 13(f) and proceed to hold an enquiry against him before terminating his services. Dismissal for misconduct as defined under Standing Order No. 13 may perhaps have different and more serious consequences from the termination of service resulting from Standing Order No. 8(ii). However that may be if Standing Order No. 8(ii) is applicable, it would be no answer to the appellant's case under Standing Order No. 8(ii) to say that Standing Order No. 13(f) is attracted. This position is not seriously in dispute."

Relying on the above, it was contended that no doubt Clause 11(vi)(e) of the Standing Order deals also with absence without leave for more than 10 days, which also amounts to misconduct and in which case for such misconduct a chargesheet has to be issued and an enquiry has to be made, but as such an absence without leave beyond the period of leave originally granted or subsequently extended is also covered by Clause 7(d) of the Standing Orders it was open to the management to take action against the concerned workman under Clause 7(d) in preference to Clause 11(vi)(e). To this there is a simple answer. The management's alleged action under Clause 7(d) could only be justified and held legal if the management had complied with the earlier provision in sub-clause (c) of Clause 7, but that provision was, it appears, deliberately violated and as such by circumventing Clause 7(c) the management had no right, as if to jump and take action under Clause 7(d), and, therefore, the Supreme Court's decision does not help the management at all.

*Re. 12(e): Suspension, if justified.*

22. Clause 11(viii) deals with suspension and in sub-clauses (a) to (d) it deals with the different circumstances under which a workman can be placed under

suspension. In the instant case, the concerned workman was at no stage suspended. I have not been able to appreciate this argument, because the concerned workman went on leave from 18th April 1960 to 3rd May 1960 and during this period he was arrested on 2nd May 1960. In these circumstances, the question of his suspension did not arise, because when he reported for service, after being released from bail on 21st November 1960, as it will appear from Ext. M32, although he was acquitted on 29th March 1961 *vide* Ext. W 10, he had been dismissed earlier on 25th May 1960 *vide* Ext. W 6 with effect from 4th May 1960. I think, therefore, the question of suspension does not arise and even if does, it is of no consequence when the order of dismissal has been found to be invalid.

*Re. 12(f): Assuming dismissal or termination to be invalid, can be reinstated?*

23. When it has been found that the dismissal or arbitrary termination as called by the management of the service of the concerned workman was illegal and unjustified and against the Standing Order, the concerned workman, as a matter of right is entitled to be reinstated to his previous job, and, therefore, whether the management considers him desirable or not to reinstate him in the present emergency is immaterial. Moreover, as I stated in the very beginning, in course of the compromise the management expressed their willingness to reinstate him to his previous job on an increased grade with continuity of service treating his unemployed period of absence as leave without pay, but refused to give him any compensation on which account alone the compromise failed. For these reasons, in my opinion, the decisions relied upon by Sri Prasad are of no assistance to the management and the fact that he took part in the activities outside the workshop of the Railway is of no consequence on the question of his reinstatement. Admittedly he is a socialist and belongs to that party and his personal affiliation to the party cannot be a hindrance to his reinstatement. This question is answered against the management.

*Re. 12(g): If compensation should be allowed*

24. When I have held that the impugned order, Ext. W 6, is an order of dismissal and is illegal and unjustified, and, therefore, should be set aside and the concerned workman should be reinstated, it follows that normally on his reinstatement he should be given his back wages also as compensation, but, in this instant case, some circumstances have been brought out in evidence due to which the workman is not entitled to his back wages for the full period from 4th May 1960 to the date of his reinstatement. It was stated on behalf of the concerned workman by his Advocate Sri Rama Raman that the concerned workman was entitled to compensation from 4th May 1960 to June, 1962; otherwise from 21st November 1960 to June, 1962. It appears from Ext. M 34 that Sri B. R. Gulati, MW 9 wrote a letter on 26th November 1965 to Shri Gokul Prasad, Executive Engineer, Sone Barrage Circle, Mechanical Division, Indrapuri, inquiring the date from which the concerned workman was working in the Sone Barrage Circle, Mechanical Division and the salary he was getting and the capacity in which he was working. To that letter a reply was received bearing the date 29th November 1965 in which it was stated that the concerned workman was appointed on 9th June 1962 and salary on which he was working till today (total emolument) being Rs. 146.30 and he was working in the capacity of a turner in the scale of Rs. 120.4-140 plus allowances admissible from time to time. It is therefore, clear that after his dismissal from the Company's service from 25/26-5-60 he was unemployed for a very short time, that is, from 4th May 1960 to 8th June 1962 only and from June 1962 till 29th November 1965 and till up-to-date is employed as a Turner in the Mechanical Workshop at Indrapuri. In view of this, it will, be just and proper not to allow full wages to the concerned workman from 4th May 1960—the date of his dismissal to the date of his reinstatement. I, therefore, allow him wages from 21st November 1960 to 8th June 1962 only and disallow wages prior to 21st November 1960 and after 8th June 1962. He reported for duty to the Manager on 21st November 1960 and before that he was in jail from 2nd May 1960 during which period he could not have possibly worked. From 9th June 1962 till today he is working in the Sone Barrage and therefore, the period of his unemployment is only from 21st November 1960 to 8th June 1962, i.e., for 18 months seventeen days.

25. For the reasons given above, I, therefore, answer the reference in favour of the workman by holding that the dismissal of Shri Bhagawan Das, Loco Filter of the Dehri Rohtas Light Railway Company Limited by the management of the said Company with effect from 4th May 1960 was unjustified, illegal and without jurisdiction, and, therefore, it is set aside and consequently the workman is reinstated to his previous job with full back wages from 21st November 1960 to 8th

June 1962 only and he will have continuity of service and other consequential benefits.

26. This award must be implemented within one month from the date of publication of this award.

27. This is the award which I make and submit to the Central Government under Section 15 of the Act.

RAJ KISHORE PRASAD,

Presiding Officer,

[No. 2/19/63-LRIV.]

New Delhi, the 7th February 1966

S.O. 467.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to Messrs Travancore Titanium Products Limited, Trivandrum and their workmen which was received by the Central Government on the 3rd February, 1966.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT BOMBAY

REFERENCE No. CGIT-37 OF 1965

Employers in relation to M/s. Travancore Titanium Products Ltd.,  
AND  
their workmen.

PRESENT:

Shri Salim M. Merchant,—Presiding Officer.

APPEARANCES:

For the Employer Company.—Counsel Shri P. K. Kurian, Bar-at-Law, M/s. Mcnon and Pai, Advocates, with Shri J. K. Mani, Personnel-cum-Welfare Officer.

For the Titanium Products Labour Union (INTUC).—Shri S. Varadarnjan Nair, President.

For the Travancore Titanium Products Employees' Union.—Shri K. Pankajakshan, President and Shri P. Kumaran Nair.

For the Titanium Workers' Union, Trivandrum-7—Shri K. V. Surendranath, President, with Shri R. Balkrishna Pillai, General Secretary.

INDUSTRY: Titanium Products.

STATE: Kerala.

Dated at Bombay, this 28th January 1966

AWARD

Upon a joint application dated 28th January, 1965, by the employers in relation to M/s. Travancore Titanium Products Ltd., Trivandrum (hereinafter referred to as the 'Company') and their workmen, represented by Titanium Products Labour Union (INTUC), the Titanium Workers' Union (AITUC), and Travancore Titanium Products Employees' Union (UTUC), the Central Government by the Ministry of Labour and Employment's Order No. 24/9/65-LR.I., dated 5th April, 1965, made in exercise of the powers conferred by sub-section (2) of Section 10 of the Industrial Disputes Act, 1947 (Act XIV of 1947), was pleased to refer the industrial dispute between the parties above-named, in respect of the following subject matters:

"Whether the present rate of fixed and variable Dearness Allowance is adequate, if not to what extent these should be increased?"

2. After the reference was made, the Company filed its written statement dated 10th May, 1965. The Travancore Titanium Products Employees' Union, Trivandrum, filed its statement of claim on 26th May, 1965, the Titanium Workers' Union on 5th June 1965, and the Titanium Products Employees' Union (INTUC), on 12th June, 1965. The dispute was heard by me at Ernakulam on 27th October, 1965.

and thereafter on 27th November, 1965, and 28th November, 1965, when the hearing concluded.

3. The Titanium factory of the Company is a public sector undertaking of the Kerala State employing about 570 workmen, and the present dispute has arisen over a claim made by its employees for revision in the fixed and variable rates of dearness allowance paid to them.

4. I shall first give a brief summary of the statements of claim filed by the three Unions. The Travancore Titanium Products Employees' Union, in its written statement of claim has stated it had submitted the following demands on the management of the Company.

- (i) The Dearness Allowance paid at present to the employees should be merged with basic pay.
- (ii) The rate of Dearness Allowance paid to the employees should be fixed at 50 p. per point over 400 points of the cost of living index number for Trivandrum.

This Union, as also the other Unions, have in their written statement reproduced the then existing rates of dearness allowance which were fixed in 1961, and which were as follows:

Fixed D.A.	Variable D.A.
Basic Pay up to Rs. 50 . . . . .	Rs. 42
Basic Pay Rs. 51 to Rs. 100 . . . . .	Rs. 47
Basic Pay up to Rs. 101 to Rs. 150 . . . . .	Rs. 52
Basic Pay up to Rs. 151 to Rs. 200 . . . . .	Rs. 57
Basic Pay from Rs. 201 to Rs. 300 . . . . .	Rs. 62
Basic Pay from 301 and above . . . . .	Rs. 67
	20 paise per point over 459 points each month to the nearest 10 points (6 points and above) maximum D. A. payable is Rs. 67/ per mensem.

This Union has contended that these rates of D.A. are grossly inadequate and lower than those paid in similar factories. It has stated that there is no other chemical factory or other similar concern in Trivandrum; that the employees of this factory continuously work under unhealthy conditions and there is always risk to health and life from chemical fumes and that in order to maintain the health of the employees, they have to take in extra vitamins and nutritious foods; that considering the rise in the price of food-stuffs the ration which is supplied to the workmen is totally insufficient and the workers have to purchase food-grains in the open market at high rates; that expenditure on other necessities of life has also gone up making the present rates of D.A. inadequate in meeting the rise in the cost of living; that there being no comparable concern in Trivandrum, this Company can only be compared with similar establishments outside Trivandrum like the Travancore Cochin Chemicals and the F.A.C.T. Factory at Alwaye which are paying higher rates of fixed and variable dearness allowance to their employees. It has pleaded that the production capacity of the factory has increased in recent years and consequently that net profit of the Company has also increased; that the factory has future prospects of earning higher net profits if the production capacity of the Company is increased and wasteful expenditure is curtailed; that the grant of benefits like E.S.I. Scheme benefits, house-rent and conveyance allowance subsidy, etc., cannot stand in the way of the grant of increased D.A. to the employees in light of existing conditions.

5. The Titanium Workers' Union in its statement of claim has stated that this Company is the only factory in India and the Asian main land producing Titanium Dioxide which is a versatile mineral pigment employed as an essential ingredient in the manufacture of several goods like paper, leather, plastic, cosmetic paints, textile fabrics, leather goods and hosieries; that it enjoys tariff protection and has vast and growing inter-national markets; that on 30th January, 1964, this Union presented a Memorandum of demands for revision of D.A. institution of house-rent allowance and conveyance allowance; that the demand relating to Dearness Allowance was as follows:—

- (i) Merger of existing fixed part of D.A. with basic pay.
- (ii) The rate of D.A. to be enhanced to 50 paise per point for rise of every points over 400 in the cost of living index.
- (iii) The existing ceiling of D.A. on Rs. 67 be lifted.

That the other two Unions also submitted similar demands; that Conciliation followed when all attempts for direct negotiations for settlement had failed.

According to this Union, the management while conceding the justifiability of revision of dearness allowance, wanted the same to be taken up along with the question of revision of pay-scales due a year after; that after six months of infructuous negotiations the dispute was taken up by the Regional Labour Commissioner, Madras, and as no settlement could be reached the Unions were forced to issue notice of direct action, and resort to a strike from 20th October, 1964 to 7th November, 1964, which ended in a settlement, dated 6th November, 1964, leading to the present reference. This Union in support of the demand has stated that the existing rate of D.A. is inadequate and unfair when compared with the existing rates in the industry, as well in the region; that the demands of the workmen are completely justified, in view of the steep rise in the cost of living index, standard of living of the working class in general and the concerned workmen in particular, and also because of low rates of basic wages at present paid by the Company. The Union has urged that the Company has the capacity to pay increased dearness allowance because it has completed the expansion programme, which has increased its daily production capacity from 10 tonnes to 18 tonnes, which according to it, has resulted in intensifying the exploitation of labour. It has submitted that the Company has unlimited scope for further expansion, as it has a stable and protected market, that it has an unlimited supply of its raw material; and that acid plant for producing Sulphuric Acid has been added to the factory and recently a second acid plant had been established; that the factory has now commenced producing Rutile variety of Titanium Dioxide pigment which is in great demand; that for further expansion under the Third Five Year Plan a licence has been granted to the Company for raising the daily production capacity to 50 tonnes, and that the company has been earning handsome profits from year to year. It has denied that there has been no change, material or otherwise, warranting revision of D.A. as contended by the company in its written statement. It has urged that the then existing fixed part of D.A. of Rs. 42 to Rs. 67 up to cost of living index No. 450 was entirely inadequate and the ceiling of Rs. 67 on total D.A., irrespective of whatever rise there is in the cost of living, deprived the workmen of any neutralisation of rising prices for the major part, and that the neutralisation provided at the rate of 20 paise per point is effective in practice only for a small range of a few points; that the cost of living index by the end of 1963 had gone beyond a stage where no neutralisation would be available to the workmen as long as the existing ceiling of Rs. 67 is in force. With regard to the management's contention that the part of wages comprising dearness allowance should be related to productivity, the Union has contended that the dearness allowance is related to the cost of living and not to the productivity of labour. It has denied the management's statement that the productivity of the workmen has not increased as being factually erroneous. It has denied that the payment of conveyance allowance and house-rent allowance granted to these workmen from 1st July, 1964, should be considered when dealing with the demand for increased D.A. This Union, has also denied the management's contention that these workmen are the best paid workmen in the Trivandrum Region, and has claimed that the workmen are entitled to full neutralisation of the rise in the cost of living. It has stated that Kerala, Mysore, Madras and Andhra Pradesh States have revised the wages and salaries paid to their employees or put in motion machinery for effecting such revision and have in the meantime granted their workmen interim relief at various rates. It has, therefore, urged that the demands relating to dearness allowance made by this Union and as reproduced above should be granted in full.

6. The Titanium Products Labour Union (INTUC) in its written statement of claim has stated that the then existing rates of fixed and variable D.A. which have been reproduced above, were fixed as a result of an agreement, dated 7th August, 1961, and that since then material changes had taken place in as much as the cost of living has kept increasing continuously and steadily; that while the cost of living index number for November and December, 1961 was 475 and 478 respectively, it had steadily gone up to 495 in September 1962. Therefore this Union by its letter, dated 24th September, 1962, demanded a merger of the dearness allowance with the basic pay and grant of separate dearness allowance at the rates paid by the Central Government to its employees. Correspondence followed which the Union has annexed as Annexure III to its written statement of claim. The cost of living, however, kept on rising and touched the figure of 506 for January, 1963, when the Union by its letter, dated 3rd March, 1964, gave notice terminating the agreement of 7th August, 1961 and correspondence ensued between it and the Company, copies of which it has annexed to its written statement as

Annexure IV. This and the other Unions tried to bring about a bi-partite settlement which efforts were not successful. The Conciliation meeting held by the Conciliation Officer, on 8th April, 1964, also did not lead to a settlement. The matter was then taken up by the Regional Labour Commissioner (Central), Madras, and discussions were held between May and September, 1964. In the meantime the cost of living index number had soared to 527 in January, 526 in February, 539 in May, 534 in June, 563 in July, 567 in August, and to 577 in September 1964, making the maximum limit of Dearness Allowance of Rs. 67 completely inadequate to meet this rise. This Union, has filed a table showing that the maximum Dearness Allowance of Rs. 67 was reached when the Trivandrum cost of living index number had reached the 575 figure and that for subsequent increases in the index number the workmen had got no neutralisation; that the Union therefore, on 28th July, 1964, submitted a demand upon the Company for revision of the existing rate of D.A. (Annexure V). The demand for dearness allowance was as follows:-

"The Company shall pay D.A. to its employees at the rate of 25 Ps. per point over 100 points of the cost of living index for Trivandrum (working class cost of living index numbers, published by the Director, Bureau of Economics and Statistics, Trivandrum) with effect from 1st July, 1964. The Dearness Allowance will be computed and disbursed as per procedure noted below:

"The actual Dearness Allowance will be worked out in the nearest multiple of 5 of the index numbers (e.g. if the cost of living number is 462 it will be worked out on 460 and if it is 448 it will be worked out on 450) and rounded off to the nearest rupee and any amount less than 50 Ps being ignored."

The Union has urged that during the period it was negotiating for increase in the existing dearness allowance with the workmen, the Central and State Governments and comparable industries had taken steps to increase in dearness allowance of their employees. It has therefore, demanded that the dearness allowance claimed by its letter, dated 28th July, 1964 reproduced above, should be granted with effect from the 1st July, 1964.

7. The Company in its written statement dated 10th May 1965, has *inter-alia* urged that the existing rates of fixed and variable dearness allowance are fair and adequate and compare favourably with those in other comparable establishments in the Region and in the State and that the demands of the Unions for enhancing the existing rates of dearness allowance was unjustified and unreasonable and should not be allowed. It has also urged that the Company has no capacity to pay dearness allowance at a higher rate; that no changes, material or otherwise, have taken place subsequent to the settlement under which existing pay scales and rates of D.A.—fixed and variable, have been fixed. In any case the wages of the workmen should be related to productivity and it has certainly not increased. It has pointed out that under a settlement, dated 5th November, 1964, workmen are getting from 1st July, 1964, conveyance allowance and house-rent allowance subsidies in addition to dearness allowance and that these other benefits should be borne in mind when adjudicating upon the demands relating to dearness allowance. It has submitted that the demand put forward by the Union in July, 1964 for revision of D.A. was excessive and was followed by an illegal and unjustified strike and under the settlement of 5th November, 1964, the Company had agreed to make an interim payment of Rs. 3 per mensem to each workman pending the Award on the issue relating to D.A. to be set off against the Award and the Unions agreed not to raise issue relating to strike wages. The Company in its written statement has reproduced the existing pay scales and rates of dearness allowance to the various categories of staff and workmen employed by it in its factory and has also given the particulars of other benefits which the workmen enjoy, such as house-rent and conveyance allowance subsidy, benefits of Uniforms subsidised canteen, medical benefits whose monetary value it has computed at Rs. 22 per month. It has finally submitted that in the existing scheme of D.A. elements like housing transport expenses have also been taken into consideration and that it was in addition to these that the workmen got the benefits of conveyance allowance and house-rent allowance subsidies under the agreement dated 5th November, 1964. The Company has, therefore, urged that the present rate of fixed and variable dearness allowance should be held to be adequate and not requiring any enhancement.

8. At the hearing on 27th October 1965, the parties drew my attention to a further settlement dated 22nd October 1965 which had been reached between them (Ex. E-2). The settlement was reached at discussions held between the

representatives of the Company and the three unions on record. The settlement on dearness allowance provides as follows:—

- (i) Pending the award of the Central Government Industrial Tribunal at Bombay in the industrial dispute Reference No. CGIT-37 of 1965 regarding revision of dearness allowance, as an interim measure and without prejudice to the rights and claims of either party, the ceiling of Rs. 67 in the present scheme of dearness allowance will be raised to Rs. 100 per month, including Rs. 3 per month given to the workmen as per agreement dated 5th November 1964.
- (ii) The additional payment of dearness allowance arising out of the term of agreement will be set off against the award of the Central Government Industrial Tribunal, mentioned in paragraph (i). The revision of dearness allowance referred to in paragraph (i) will take effect from 1st October 1965.

On the question of interim relief, the settlement provides as follows:—

- (i) Interim relief pending revision of Wages—Pending the recommendations of the Wage Board constituted for Heavy Chemicals and Fertilisers *videlicet* the Ministry of Labour & Employment's Order dated 3rd April 1965, as accepted by the Government of India, interim relief will be given to the workmen of the Company as shown under:—

<i>Basic Pay Range</i>	<i>Interim Relief</i>
Upto Rs. 50/-	Rs. 7/- p.m.
Rs. 51 to Rs. 100	Rs. 12/- p.m.
Rs. 101 to Rs. 150	Rs. 17/- p.m.
Rs. 151 to Rs. 200	Rs. 22/- p.m.
Rs. 200 to Rs. 300	Rs. 25/- p.m.
Rs. 301 and above	Rs. 25/- p.m.

(ii) The interim relief will be set off against the recommendations of the Wage Board as and when accepted by the Government of India.

(iii) The interim relief will be with effect from 1st October 1965.

9. There was also an agreement on the question of promotions, but as it does not pertain to the question under reference, it is not necessary to refer to the terms of that settlement.

10. At the hearing of this dispute, referring to the terms of the settlement dated 22nd October 1965, Shri Kumar, the learned Counsel for the Company, urged that no useful purpose would be served in now proceeding with this dispute in view of the constitution of the Wage Board for Heavy Chemicals and Fertilisers, to whom the task of working out a wage structure, based on the principles of fair wage as set forth in the Report of the Committee on Fair Wages, had been referred. The representatives of the Unions, in my opinion, rightly opposed this contention and pointed out that the agreement of 22nd October 1965 itself had lifted the existing ceiling limit of the dearness allowance from Rs. 67 to Rs. 100 per month, and had provided for this being treated as an interim increase to be set off against the increase in dearness allowance, which may be granted by the award in this dispute. They have rightly argued that the terms of settlement of 22nd October 1965 itself visualise this Tribunal making an award prior to the Wage Board for Heavy Chemicals and Fertilisers. Industry finalising its recommendations. I am satisfied that the terms of settlement of 22nd October 1965 clearly contemplate an award being made in this reference, prior to the Wage Board submitting its recommendations to the Government. In the circumstances, I think the terms of settlement of 22nd October 1965 do not preclude this Tribunal from dealing with this Reference and making an award on the question referred to it.

11. Before dealing with the demands on their merits, it is necessary to deal with the contention that the company has not the financial capacity to meet the demands. The company has, as pointed out earlier, urged in its written statement that it has not the financial capacity to meet the demands made by the unions for increase in dearness allowance. The workmen have referred to the published accounts of the company between 1960 and 1964, which are on record (Ex. W-4 collectively) and their contention is that (i) this Company has been

earning large profits annually (ii) that its production and sales have been going up and (iii) that its sales show future prospects and its reserve establish stability.

12. The authorised capital of the Company is Rs. 5 00,00,000 (Rupees five crores) made up of Rs. 50 lakhs Equity Shares of Rs. 10 each. The issued capital is, however, only Rs. 75,00,000 made up of Rs. 5,50,000 Equity Shares of Rs. 10 each and its subscribed capital consists of 7,32,417 Equity Shares of Rs. 10 each fully paid up, amounting to Rs. 73,24,170, out of which 26,688 shares were allotted as fully paid without payment being received in cash. A scrutiny of the published accounts of the company for the five years, 1960—1964, shows the following results:—

Year	Production in Tonnes	Sales in Tonnes	Value of Sales (nearest Rs.'000)
1960	2716	2691	76,95
1961	3002	2875	82,15
1962	2603	2633	76,20
1963	3985	3667	105,04
1964	4282	4532	129,36

  

Net Profits	
1960	Rs. 15.53 lakhs
1961	Rs. 16.51 ,,
1962	Rs. 10.62 ,,
1963	Rs. 10.69 ,,
1964	Rs. 11.35 ,,

I may pause here and state that the drop in net profits during 1962 and 1963 was evidently the result of higher provision for depreciation in those years, as shown in the following particulars filed by the Union (Annexure XXIII):—

Year	Provision for Depreciation
1960	Rs. 7.99 lakhs
1961	Rs. 9.96 ,,
1962	Rs. 12.75 ,,
1963	Rs. 15.63 ,,
1964	Rs. 21.55 ,,

The working capital of the Company during the last five years has been as follows:—

1960	Rs. 47.67 lakhs.
1961	Rs. 50.15
1962	Rs. 54.66
1963	Rs. 68.06
1964	Rs. 79.07

The Balance Sheet of the Company as at 31st December 1964 shows the following reserves:—

General Reserve	Rs. 12,32,000
Loan Redemption Reserve	Rs. 13,00,000
Rehabilitation Reserve	Rs. 4,50,000
Development Rebate Reserve	Rs. 19,25,365
	Rs. 49,07,364

Which amount works out to almost 2/3rds of its paid up capital. The Company has, since 1960 to 1964, paid annual dividends of 6 per cent except in 1961, when it declared a dividend of 9 per cent. This Company is a State undertaking, enjoying if not a monopolistic position almost an exclusive position, as it has no competitors in the country producing Titanium Dioxide. There is no doubt that its production has been increasing annually both in quantity and in terms of value. It had an expansion programme which was completed in 1963. Under the Third Five Year Plan, there is a provision for expansion, and if during 1962-63 its production did not keep pace, it was due to reasons other than lack of demand. I am, therefore, upon a scrutiny of the Company's published accounts for the five years 1960 to 1964, and after hearing the submissions of the parties, satisfied that this Company is in a sound and stable financial position with good prospects for the future, and that it is certainly in a position to meet the financial burden of the award which I am going to make herein.

13. At the hearing, Shri Varadarajan N. I. for Titanium Products Labour Union (INTUC) argued that his demand was that for every points rise over the index No. 100 of the Trivandrum Cost of Living Index Number (1939=100), the dearness allowance should be 25 paise per point. He tried to support the claim for dearness allowance of 4 annas per point's rise above Base Index No. 100 by pointing out that in the case of Burmah-Shell versus its workmen (1954 I L.L.J.), the Labour Appellate Tribunal had allowed the employees of that company at Madras dearness allowance at 3½ annas per point's rise over the Madras Base Year which was 1936=100. He has argued that on that basis, considering that the Trivandrum Base Year is 1939=100, the demand for 25 paise per point's rise was justified. He has also sought to rely upon the Gadgil Committee's Report, which according to him recommended an increase in dearness allowance of Rs. 5 per month for every 20 points rise, i.e. 25 paise per point's rise. He has argued that on that basis, on the cost of living index No. 608 at Trivandrum for August 1965 of 608, his demand for a dearness allowance of Rs. 127 was justified. He has pointed out that under the present system, the fixed and variable dearness allowance under the agreement of 22nd October 1963 on the cost of living index number 608 would be as follows:—

Basic Pay	Under the present system			As demanded
	Fixed D.A.	V.D.A.	Total D.A.	
Under Rs. 50	Rs. 42	Rs. 32	Rs. 74	Rs. 127
51 to 100	Rs. 47	Rs. 32	Rs. 79	Rs. 127
101 to 150	Rs. 52	Rs. 32	Rs. 84	Rs. 127
151 to 200	Rs. 57	Rs. 32	Rs. 89	Rs. 127
201 to 300	Rs. 62	Rs. 32	Rs. 94	Rs. 127
301 to 500	Rs. 67	Rs. 32	Rs. 99	Rs. 127
500 and above	Rs. 67	Rs. 32	Rs. 99	Rs. 127

The other unions also have sought to support this method of calculation of dearness allowance. In other words, in effect what the unions sought to argue at the hearing was that the existing difference between the fixed amount of dearness allowance and the amount of variable dearness allowance should be done away with. Shri K. V. Surendranath for the Titanium Products Employees' Union, stated that his demand also was for merging the present fixed part of dearness allowance with the basic wage. But he conceded that this would be beyond the jurisdiction of this Tribunal under the terms of reference. He also stated that his Union's demand was for an increase of dearness allowance of 50 paise per point's rise above 400.

14. Under the terms of reference, it is clearly not permissible to entertain the demand for abolition of the fixed part of dearness allowance, as in effect, at least two of the Unions are demanding. The terms of reference clearly indicate that this enquiry is to be confined to ascertaining whether the present rate of fixed and variable dearness allowance is adequate, and if not, to what extent these should be increased. Shri Kurien, the learned Advocate for the Company, is quite right when he lays emphasis on the word "these" appearing in the second part of the terms of reference.

15. The terms of reference as formulated under Section 10(2) on a joint application of the parties—only visualises an increase being granted in the existing

rates of fixed and variable dearness allowance if they are found to be inadequate and, therefore, abolition of any one of these two rates of dearness allowance or their merger would not be permissible.

16. To get round this difficulty, Shri Varadarajan Nair suggested that the fixed dearness allowance should be calculated at 25 paise per point from 101 to 450, and above 450 the variable dearness allowance should be fixed at 50 paise per point with no ceiling, which would have meant a dearness allowance of Rs. 165.50 on the Index No. 608. But later he stated that he would be satisfied with 25 paise per point beyond 450. Under the method, the fixed dearness allowance, irrespective of the salary slab, would be Rs. 87.50 upon Index No. 450 + Rs. 39.50 by way of variable dearness allowance, from Index No. 450 to 608, giving a total dearness allowance of Rs. 127. But there is no difference, really, in this form of splitting up the index figure, because, in effect, the quantum of dearness allowance would be the same, as when granting a straight rise of 25 paise per point's rise above Index No. 100.

17. It would not be out of place at this stage to give a break-up of the number of workmen in the existing salary slabs, which, as stated at the hearing, were:—

Slab	Amount of Basic Pay	Number of Workmen	Interim Relief
I	Below Rs. 50/-	77	Rs. 7/-
II	Rs. 51 to Rs. 100/-	281	Rs. 12/-
III	Rs. 101 to Rs. 150/-	105	Rs. 17/-
IV	Rs. 151 to Rs. 200/-	25	Rs. 22/-
V	Rs. 201 to Rs. 300/-	38	Rs. 25/-
VI	Rs. 300 and above	45	Rs. 25/-
			571

These workmen have, under the agreement of 22nd October 1965 (Ex. E-2), been granted interim increases as indicated above. It was stated on behalf of the Company that the burden of these interim increases and the other benefits granted under the agreement had been approximately Rs. 16,000 per month, i.e. nearly Rs. 2,00,000 per annum.

18. There was considerable discussion at the hearing on the principle to be adopted for considering the demand for increased dearness allowance, and both sides cited a number of authorities in support of their respective contentions. Shri Kurian for the Company argued that the proper principle to apply would be the region-cum-industry principle, and he has in support, filed a comparative statement (Ex. E-1), showing what are the rates of basic pay and dearness allowance paid in five other concerns in or near Trivendrum and they are (i) The Government Printing Press, Trivendrum (ii) Trivendrum Rubber Works (iii) Government Engineering Workshop, Trivendrum (iv) The Indian Rare Earths Ltd (formerly the Travancore Minerals Ltd., Quilon) and (v) F.X.P. Minerals. It was, however, conceded at the hearing that most of these are comparatively small concerns employing a much smaller number of workmen than employed by the Travancore Titanium Products Ltd. It is also conceded that none of them is a unit of the Heavy Chemicals Industry. I am, therefore not satisfied that any of these could be treated as comparable concern, on the principles laid down by the Hon'ble Supreme Court in the case of the Workmen of Jessop & Co. Ltd., and Jessop & Co., Ltd., and others (1964 I. LLJ, page 451) and in the case of Novex Dry Cleaners and its Workmen (1962 I LLJ, page 271).

19. The Unions, on the other hand, have sought comparison with the scales of pay and dearness allowance mainly in the following three industrial concerns at Alwaye, viz.—

- (1) Indian Aluminium Co. Ltd., Alwaye and their workmen, Memorandum of Settlement dated 19th January 1960.
- (2) Cochin Chemicals Ltd., Alwaye, and Their Workmen, copy of Memorandum of Agreement dated 15th September 1962.
- (3) Fertilisers and Chemicals, Alwaye, and Their Workmen, copy of

Copies of those agreements are on record. In his turn, Shri Kurian, learned counsel for the Company, has urged that there can be no valid or proper comparison of this Company with any of the concerns at Alwaye, relied upon by the Unions, because there was no material information placed by the Unions with regards to (1) the extent of the business (2) the capital invested (3) the profits earned and (4) the nature of the business, of those Companies. Shri Kurian has argued that for lack of this material information which alone could form the basis of proper comparison, the comparison sought for by the Unions cannot be considered. There is substance in this argument of Shri Kurian which I accept.

20. The fact that an existing agreement had run out is no ground for justifying a revision in the existing dearness allowance as laid down by the Hon'ble Supreme Court in the case of Remington Rand of India and its Workmen (1962 1 LLJ p. 287 at page 290). In that case, their Lordships of the Supreme Court held that in view of the improvement of the financial position of the Company subsequent to the settlement, and the considerable increases in the cost of living index subsequent to the settlement, there would be justification for a demand for revision of rates of dearness allowance fixed under the settlement. From the mere fact that the settlement provided a clause for the increase in dearness allowance with a rise in the cost of living index, it cannot be concluded that the scheme fixed under the settlement could be allowed to remain in force for all time. It is true that if the scheme about payment of dearness allowance allows for increase in the dearness allowance consequent on the increase in the cost of living index, that would be one factor in favour of allowing a scheme of dearness for a fairly long period, but it would be idle to suggest that because a provision is made for the adjustment of dearness allowance consequent on an increase in the cost of living index the scheme of dearness allowance can never be altered. It is quite conceivable that if the cost of living index shows a tendency to rise very high, the workmen would be entitled to claim that there should be a change in the rates of dearness allowance basically fixed in order to allow them more neutralisation, and such a demand cannot be rejected without examining the merits solely on the ground that because a provision is made for adjustment from time to time, the scheme ought to remain in force for all the time. It cannot be reopened or re-examined. The revision in the rate of dearness allowance awarded by the Industrial Tribunal under the award in question, after taking into consideration all the relevant factors such as the rates of dearness allowance paid to workmen in comparable concerns, and the financial capacity of the Company to bear the additional burden imposed by the increases in dearness allowance, must be held justified.

21. Their Lordships of the Supreme Court further observed that in deciding the question as to what concern or company may be comparable for such purpose, regard must be had to the extent of the business by the said Company, the extent of the profits made by it and the nature of its business. It may also be necessary to consider the standing of the said Company and the strength of its labour force, as well as the structure prevailing in that Company.

22. Shri Kurian after referring to this and several other documents urged that the three main points to consider and deciding whether the existing dearness allowance is made out would be (i) are the comparable concerns doing more (ii) has the capacity of the concerned concern improved and (iii) has there been a rise in the cost of living.

23. As I have already pointed out earlier, this concern is unique in as much as there is no other factory producing titanium dioxide at Trivandrum or anywhere else in Kerala State or any where else in India. Now, comparison with the other concerns at Alwaye is not possible because participation of the various elements to satisfy what would constitute a proper comparison namely, particulars of the extent of the business, capital invested, profits made, nature of the business, etc., are not fully forthcoming. However, as I have said earlier the capacity of the Company has certainly improved since the last revision in the dearness allowance was made, and there has undoubtedly been a substantial rise in the cost of living index number of 108 points from Index Number 500 when the last agreement was entered into on 7th August 1961. I have earlier in my award given the details of the rise in the cost of living index, which had touched the figure of 608 for August 1965. There is no doubt that the Company's production has gone up considerably from 6 tonnes to 18 tonnes per day and even more. I am more than satisfied that the financial position of the Company has been improving, and that it has a bright future. The present rate of variable dearness allowance does not provide adequate neutralisation for the rise in the cost of living index number. I am, therefore, satisfied that the demand of the workmen for an improvement in the existing rates of dearness allowance is justified.

24 In fixing what should be increased rates of dearness allowance the fact that the Central Government has constituted a Wage Board which is to evolve a proper wage structure for employees in the Heavy Chemicals Industry must be borne in mind. It is admitted that this Company, is covered by the enquiry to be held by the Wage Board. In considering the wage structure that Wage Board will necessarily have to go into the question of what should be the proper rate of dearness allowance to be provided for the employees of all units in the Heavy Chemicals Industry including this Company. That the Wage Board's recommendations will be made applicable to this Company and its employees is clear from the terms of the agreement dated 22nd October 1965, earlier referred to where it is provided that the interim relief of increases in basic pay from Rs 7 to Rs 25 will be set off against the recommendations of the Wage Board as and when accepted by the Government of India.

25 That the present scheme of the fixed and variable rate of dearness allowance does not provide sufficient neutralisation for the rise in the cost of living as reflected in the existing index number for the Trivandrum area may be deemed to have been conceded by the employers by the fact of their having, under the agreement of 5th November 1964, agreed to an interim increase of Rs 3 with effect from 1st July 1964 and to the raising of the ceiling of dearness allowance from Rs 67 to Rs 100 p.m. and the grant of further interim relief ranging from Rs 7 to Rs 25 p.m. under the second agreement dated 22nd October 1965.

26 As I have pointed out earlier, under the existing system, the fixed amount of dearness allowance varying with the pay slab is supposed to look after the rise in the cost of living upto the index number 450—which was the index number for the month of January 1961—and the variable dearness allowance provides for neutralisation for the rise in the cost of living beyond the index number 450 at the rate of 20 paise per point's rise over 450 points to the nearest ten points (5 points and above being calculated as a rise in 10 points). Now, the Unions have filed a statement (Ex U7), showing the shortfall in the dearness allowance because of the ceiling of Rs 67 having been fixed, and there are other statements to show that even the present maximum of Rs 100 as provided under the agreement of 22nd October 1965 does not provide full neutralisation for the rise in the index number 608 being the index number for Trivandrum for August 1965. From the submissions made and the statements filed by the parties at the hearing I am satisfied that there is justification in the demand of the Unions for removing the maximum limit to the amount of dearness allowance that can be paid as even this limit un-justifiably prevents neutralisation of the rise in the cost of living index number at Trivandrum at its present level. I would, therefore, direct that there shall be no maximum limit to the quantum of dearness allowance payable. I think this direction should also come into force from the date the increase granted under the agreement of 22nd October 1965 came into force i.e., from 1st October, 1965.

27 It is necessary to remember that the existing rates of dearness allowance were fixed by the agreement dated 7th August 1961, when the cost of living index number was about 500. For January 1960, the index number was 450, and it is on that basis that variable dearness allowance at the rate of 20 paise per point's rise above 450 was provided. By the Charter of Demands dated 31st January 1964 (Ex TWU-2) the demand for increase in dearness allowance was at the rate of 50 paise per point's rise above index number 400 and for the lifting of the then existing limit of dearness allowance of Rs 67. Shri Varadarajan Nair for the Titanium Products Employees' Union has asked for a flat increase of 25 paise per point's rise above 100 points which would amount to a claim of fixed dearness allowance of Rs 87 upto the index number 450 whilst the present fixed amount of dearness allowance varies from the minimum of Rs 42 to a maximum of Rs 67 on the basis of the salary slabs as shown above. Thereafter, Shri Varadarajan Nair asked for variable dearness allowance of 25 paise per point's rise above 450, which at the cost of living index number 608 for August 1965, would give a variable dearness allowance of Rs 40 per month, thus bringing the total of the fixed and variable dearness allowance to Rs 127. Shri Varadarajan Nair, in his statement (Ex No XXVI) has calculated that the total burden of such increase in dearness allowance would be Rs 25,548 per month. The Titanium Workers' Union has asked for 50 paise increase at the rate of 50 paise per point's rise above index number 400, and for not providing any ceiling limit on the total amount of dearness allowance. It was, however, admitted by Shri Varadarajan Nair that there was no industry, either at Trivandrum or at Alwaye, which was providing a straight increase of 25 paise per point over the base index number 100. In my opinion, the increase in rates of dearness allowance as claimed by the Unions is excessive and would not be justified. As ascertained at the hearing the highest rates of dearness allowance paid in Kerala

State is the one paid by the Tata Oil Mills Ltd near Ernakulam, under agreement dated 30th July 1964, which provides neutralisation at the rate of 22 paise per month per point increase in the Consumer Price Index Number over 400, without any ceiling to the amount of dearness allowance. The present fixed rate of dearness allowance until Index Number 450 admittedly provides for neutralisation at a considerably lower rate. On a suggestion from me at the hearing, Shri Varadarajan Nair stated that he would be satisfied if the interim increase in wages granted under the agreement of 22nd October 1955—which varies from Rs 7 to Rs 25 p.m. as stated earlier—were to be added to the existing basic wage, only for the purpose of calculation of fixed dearness allowance on the existing salary slab basis. In other words, what he wanted was that for the calculation of the fixed dearness allowance, the interim increases under the agreement of 22nd October 1965 shall count as basic pay. In respect of variable dearness allowance, he wanted the rate of 25 paise per point's rise above index number 450, without any ceiling to the amount payable at that rate. With the merger of the interim relief into basic pay, the majority of the workmen in basic pay slabs II and III would stand to get an increase in their fixed quantum of dearness allowance of about Rs 5 p.m. over the existing rate of fixed dearness allowance, and all the 77 workmen in slab I would go into slab II, and they would also get an increase of Rs 5 per month in their fixed dearness allowance. But this would not give every employee an increase in the fixed amount of dearness allowance.

28 Shri Kurian the learned counsel for the Company has strenuously contended that there should be no change in the amount of fixed dearness allowance. He has argued that in considering any change in the existing fixed and variable rates of dearness allowance, the following facts must be remembered—

- 1 That the last agreement was of 1961
- 2 That the interim increase of Rs 3 was granted in effect from 1st July 1964
- 3 That by raising of the ceiling from Rs 67 to Rs 100 increase in dearness allowance ranging from Rs 10 to Rs 33, was granted with effect from 1st October 1965
- 4 By the same agreement of 22nd October 1965 the workmen were granted interim reliefs of Rs 7 to Rs 25 p.m. and
- 5 The existence of the Wage Board for the Heavy Chemical Industry.

He has also urged that the fact that the workmen are getting a house-rent allowance ranging from Rs 550 to Rs 750 per month and a conveyance allowance of Rs 450 per month should be taken into account. He has pointed out that in the Indian Aluminium Company at Alwaye, the dearness allowance is fixed, and ranges from Rs 50 to Rs 105. He has urged that the existing maximum of Rs 100 does not compare unfavourably with what the concerns at Alwaye—with which the Unions have sought comparison—are paying, considering that this Company is paying about Rs 10 p.m. by way of house rent and conveyance allowances.

29 Upon an anxious consideration of the submissions made by the parties, I am of the opinion that in view of the considerable rise in the cost of living that has taken place, a revision in the existing rates of dearness allowance is justified. As regards the fixed rate of dearness allowance, I think the only change that should be made is to direct that the amounts of interim relief granted under the agreement of 22nd October 1965 should be added on to the basic pay, for the purposes of determining the quantum of fixed dearness allowance at existing rates. I am also satisfied that a small increase in the existing rate of variable dearness allowance is also justified. I think that the demand of 50 paise per point's rise above index number 400, is unjustified and un-realistic and even of 25 paise per point's rise above index number 450 is excessive. I think that an increase of 2 paise per point's rise over the existing rate of 20 paise per point's rise above index number 450 would be a fair increase to grant. This would bring the rate of variable dearness allowance to 22 paise per point's rise above the index number of 450. I am granting this comparatively small increase in the quantum of dearness allowance bearing in mind that the Wage Board for the Heavy Chemicals and Fertilisers Industry will go into the whole question of what should be the proper wage structure for workmen in this concern, including the question of their proper rate of dearness allowance. I am also satisfied that the workmen have made out a case for lifting the limit of Rs 100 on the total amount of dearness allowance, as provided for under the agreement of 22nd October 1965, because I am satisfied that the existing limit of Rs 100 in the

total quantum of dearness allowance denies proper or satisfactory neutralisation to a large group of employees, at the steep and consistent rise which the cost of living index number at Trivandrum has now registered.

30. The next question to be decided is the date from which the benefits of this award shall come into force. In fixing the date from which retrospective effect should be granted, the following dates are relevant—

1. The Charter of demands for revision in dearness allowance was submitted on 31st January 1964.
2. The joint application for reference was made on 28th January 1965.
3. The Government Order of Reference herein is dated 5th April 1965.
4. The interim increase of Rs. 3 p.m. under the agreement of 5th November 1964 was agreed to be paid from 1st July 1964, which was to be set-off against the final award to be made in this dispute.
5. All other benefits and other allowances under the agreement of 5th November 1964 were also granted with effect from 1st July 1964.

At the hearing, there was reference to a gentleman's understanding having been reached between the management and the Unions that the increases to be granted by this award would be granted from 1st July 1964. But Shri Kurian the learned counsel for the Company however, only drew attention to the fact that the agreement of 5th November 1964 had not provided that the awarded increase in dearness allowance should be granted from 1st July 1964. He was, however, fair enough to concede that Tribunals do have jurisdiction to grant retrospective effect from a date earlier than the date of reference if in the circumstances of the case it felt such a demand justified. But he has urged that it is only in rare cases that Tribunals grant retrospective effect from the date earlier than the date of the order of reference.

31. I am satisfied that in this case there is justification for granting retrospective effect, to the benefits granted under this award, from a date earlier than the date of the order of reference, which is 5th April 1965. Considering that under the agreement of 5th November 1964 the interim increase of Rs. 3 p.m. which payment was to be set-off against the payment to be made under this award—was agreed to be made and paid from 1st July 1964, and also considering all the facts and circumstances of the case, and the considerable rise in the cost of living which had taken place by and since 1st July 1964, I think the Union's demand that the benefits of this Award both—with regard to the fixed and variable rates of dearness allowance, with retrospective effect from 1st July 1964, is justified and I award accordingly.

32. In the overall result, I hold that the present rates of fixed and variable dearness allowance are not adequate, and award that they should be increased as follows:—

1. The fixed rate of dearness allowance should be revised by adding the amount of interim relief granted under the agreement of 22nd October 1965 to the basic wages of the workmen, for the purposes of determining the dearness allowance to be paid to them at the existing rates on the existing pay slab-basis.
2. The rate of variable dearness allowance shall be 22 paise per point's rise over the index number of 450, instead of 20 paise per point's rise, as at present. The basis of calculation to the nearest ten points (5 points and above).
3. There shall be no ceiling to the total amount of dearness allowance made up of fixed dearness allowance and variable dearness allowance.
4. The benefits of this Award shall be granted with retrospective effect from 1st July 1964, except with regard to the lifting of ceiling on the total quantum of dearness allowance which shall take effect from 1st October 1965. The dues of the workmen under this award to be paid within thirty days from the date this Award becomes enforceable.

33. No order as to costs.

(Sd) SALIM M. MERCHANT,  
Presiding Officer,  
Central Government Industrial Tribunal,  
Bombay.

[No. 24/9/65-LRI.]

**S.O. 468.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad in respect of an industrial dispute between the management of the National and Grindlays Bank Limited and their workmen which was received by the Central Government on the 27th January, 1966.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD**

In the matter of references under Section 10(1)(d) of the Industrial Disputes Act, 1947.

REFIRENCES NOS. 106 AND 113 OF 1964

**PARTIES:**

The Employers in relation to the National and Grindlays Bank Limited.

AND

Their Workmen.

**PRESENT:**

Shri Raj Kishore Prasad, M.A., B.L., Presiding Officer.

**APPEARANCES:**

For the Employers—None.

For the Workmen—None.

**STATE:** West Bengal

**INDUSTRY:** Bank.

Dhanbad, Dated the 13th January 1966

**AWARD**

In Reference No. 106 of 1964, the Government of India, Ministry of Labour & Employment, by its order No. 51(43)/64-LRIV, dated the 5th September, 1964 referred under Section 10(1)(d) of the Industrial Disputes Act, 1947, for adjudication to this Tribunal an industrial dispute existing between the employers in relation to the National and Grindlays Bank Limited and their workmen in respect of the matter specified in the schedule annexed to the order of reference, which are reproduced below.

**SCHEDULE**

Whether having regard to the directions contained in the award dated the 21st July, 1962 of the National Industrial Tribunal (Bank Disputes), Bombay, published with the notification of the Government of India in the Ministry of Labour & Employment No. S.O. 2003, dated the 7th August, 1962, the quantum of bonus paid by the management of the National and Grindlays Bank Limited to their workmen in respect of the year 1962 was inadequate? If so, to what relief are the workmen entitled?"

2. In Reference No. 113 of 1964 the Government of India, Ministry of Labour and Employment by its Order No. 51(37)/64-LRIV, dated the 22nd September, 1964, referred under Section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication to this Tribunal an industrial dispute existing between the employers in relation to the National and Grindlays Bank Limited and their workmen in respect of the matters specified in the schedule annexed to the order of reference, which are reproduced below:

**"SCHEDULE**

- (1) Whether the claim of the workmen of the National and Grindlays Bank Limited for payment of Centenary Bonus at a higher rate and for the payment of one month's total wage as Centenary Bonus is justified?
- (2) If so, to what extent and to whom all is the Centenary Bonus at a higher rate payable and to what relief are the workmen entitled?"

3. On 9th January 1966 at Dhanbad and on 10th January 1966 at Patna a joint petition of compromise was received in Reference Nos. 106 and 113 of 1964 by which bonus dispute for the period 1956—1964, including the subject matter of the above disputes have been amicably settled and, therefore, the parties prayed by their joint petition that an award in terms of the Memorandum of Settlement dated 28th September 1965, marked Annexure 'B' be passed. The two joint peti-

4. According to the compromise, disputes relating to the employees' claim for additional bonus for the years 1956-61 & 64, including the Centenary Bonus, which includes the subject matter of the above references, have been amicably settled and all the agreed minutes have been incorporated in the Memorandum of Settlement marked Annexure 'B', when the details are given.

5. I have read the terms of the compromise and considered them and, in my opinion, they are reasonable and fair and, therefore, I accept the same and record the compromise and pass an award, as is usual for all the parties concerned by their joint petition dated 30th December, 1965.

6. The two References Nos. 106 of 1964 and 113 of 1964 are therefore, disposed of in terms of the agreed settlement marked Annexure 'B' and an award in terms of the said compromise & in which 'B' is made and Annexures '1', 'A-1' and 'B' are all made parts of the said award.

7. This is the award which I make and submit to the Central Government under Section 15 of the Act.

(Sd.) RAJ KISHORE PRASAD,  
Presiding Officer,  
Central Government Industrial Tribunal,  
Dhanbad.

ANNEXURE "A"

NATIONAL AND GRINDLAYS BANK LIMITED  
CHIEF MANAGER'S OFFICE  
(INDIAN BRANCHES)  
POST BOX NO. 306  
CALCUTTA-1

Dated the 30th December, 1965

The Presiding Officer,  
Central Government Industrial Tribunal,  
Office of the Central Government  
Industrial Tribunal,  
Dhanbad.

Dear Sir,

1. Reference No. 106 of 64.

**SUBJECT:** Industrial dispute between the Management of National and Grindlays Bank Limited and their workmen over the payment of bonus for the year 1962

2. Reference No. 113 of 64.

**SUBJECT:** Industrial dispute between the Management of National and Grindlays Bank Limited and their workmen over the payment of Centenary Bonus

We refer to our letter dated 6th Oct. 1965 and would advise that the bonus disputes for the period 1956-61 including the subject matter of the above disputes have been amicably settled.

We enclose our joint petition praying for an Award in terms of the enclosed Memorandum of Settlement dated 28th December, 1965.

Yours Faithfully,  
Sd./E. LLOYD WILLIAMS.

Chief Manager and Constituted Attorney  
National and Grindlays Bank Limited.

Sd/- T. CHAKRABARTI,  
Assistant Secretary,  
All India Bank Employees'  
Union.

Sd/- A. K. BANERJEE,  
General Secretary,  
All India National and Grindlays Bank  
Employees' Federation

## ANNEXURE 'A'

## BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD

## 1. REFERENCE NO. 106 OF 64.

SUBJECT:—Industrial dispute between the Management of National and Grindlays Bank Limited and their workmen over the payment of bonus for the year 1962.

## 2. REFERENCE NO. 113 OF 64.

SUBJECT:—Industrial dispute between the Management of National and Grindlays Bank Limited and their workmen over the payment of Centenary Bonus.

*May it please the Honourable Tribunal.*

1. The parties hereto jointly wish to place on record that disputes relating to employees' claims for additional bonus for the years 1956—64, including the Centenary bonus, which includes the subject matter of the above reference have been amicably settled.

2. A copy of the relative Memorandum of Settlement dated 28th December 1965 is annexed hereto and it is prayed that an Award be made in terms thereof.

Calcutta, dated this 30th day of December 1965.

For National and Grindlays Bank Limited.

Sd./-

Chief Manager.

For All India Bank Employees' Association.

Sd./-

Assistant Secretary.

For All India National and Grindlays Bank

Employees' Federation.

Sd./-

General Secretary.

## ANNEXURE 'B'

## MEMORANDUM OF SETTLEMENT

Representing Employers.—E. Lloyd Williams Chief Manager, National and Grindlays Bank Limited, Calcutta.

Representing Employees.—Tarakeswar Chakrabarti of The All India Bank Employees' Association, Delhi.

Nandalal Mukherjee and Ajit K. Banerjee President and Secretary respectively of the All India National & Grindlays Bank Employees' Federation, Calcutta.

## Short Recital of the Case

On behalf of the workmen of the Bank, claims were made for payment of additional bonus for the years 1956 to 1961 and these claims were pending consideration before the Chief Labour Commissioner (Central), New Delhi. The Government of India referred an industrial dispute regarding bonus for the year 1962 to the Central Government Industrial Tribunal at Dhanbad, which is pending adjudication.

The workmen have also raised a dispute with regard to the quantum of bonuses paid for the years 1963 and 1964.

The parties had several meetings between themselves with a view to arriving at an over-all settlement with regard to the claims for additional bonus for the years 1956 to 1964 (both inclusive) and also with regard to the dispute pertaining to Centenary bonus. After prolonged discussions with a view to ensure harmonious relationship between the management and the employees leading to greater efficiency and resulting in benefit to both the parties, the matter was settled amicably on the following terms.

## Terms of Settlement

(1) The Bank will pay and the workmen and non-workmen staff will receive a sum of Rs. 27 lakhs (Rupees twenty-seven lakhs only) in full and final settlement of all bonus claims covering the period from 1st January 1956 to 31st December 1964, including any claims relating to Centenary Bonus.

(2) The above sum of Rs. 27 lakhs will be allocated as to one-third thereof to Award-staff only and as to the remaining two-thirds to both the Award and non-Award staff, in both cases based on the basic salary paid over the period, namely, 1st January 1956 to 31st December 1964, and unrelated to any particular year.

Out of the above sum of Rs. 27 lacs an amount of Rs. 23.40 lacs approximately will be distributed to the Award staff, which would be 3.2% of the aggregate basic salaries received between 1st January 1956 and 31st December 1964. Basic salary includes special and officiating allowances, if any. The balance approximately Rs. 3.60 lacs will be distributed to non-Award staff.

(3) Payment of the above bonus on the above basic will be made to all members of the non-convenanted staff, workmen and non-workmen, to include ex-Lloyds and ex-Grindlays staff or their legal representatives.

(4) The amount agreed to be paid hereinabove shall be disbursed only on the employees executing a receipt in the form appended hereunder discharging the Bank from all liability for payment of bonus for the years in question and any liability in respect of Centenary Bonus.

(5) The payment of the above bonus will be made on or before 25th January 1966.

(6) Employees otherwise eligible but not in service on the date of payment of bonus mentioned above and legal representatives of eligible deceased employees will be entitled to be paid bonus in terms of this Agreement only provided they apply for the same within twelve months from the date of payment mentioned in Clause 5 above.

(7) The parties are agreed that they will apply to the Central Government Industrial Tribunal, Dhanbad, before whom references relating to bonus for the year 1962 and Centenary Bonus are pending, to make Awards in terms of this Settlement.

(8) The parties agree that this Settlement shall not be taken as the basis or govern the principle for the determination of bonus in future, but nevertheless this Settlement shall be final and binding on the parties as regards bonus claims for the years 1956 to 1964 (both inclusive) and any claim relating to Centenary Bonus, as also regards qualifications for eligibility and procedure as set out above.

#### Form of Receipt

In terms of the Settlement dated 28th December 1965 between the National and Grindlays Bank Limited and its workmen, represented by the All India Bank Employees' Association and the All India National and Grindlays Bank Employees' Federation which I have read and understood and the terms of which I fully accept, I hereby acknowledge receipt of an amount of Rs. (Rupees ) being additional Bonus payable to me in terms of the Settlement for the years 1956 to 1964 (both inclusive), in full and final settlement of all my claims against the Bank in respect of Bonus for the said years as also in respect of the Centenary Bonus.

Payment received this day through the \_\_\_\_\_ Branch of National and Grindlays Bank Limited.

Dated, Calcutta, this 28th day of December, 1965

Sd./- W. M. BENNETT,

Witness.

Sd./- SUKUMAR CHOWDHURY,

Witness.

Sd./ E. LLOYD WILLIAMS,  
Chief Manager,

National & Grindlays Bank Ltd., Calcutta.

Sd./- TARAKESWAR CHAKRABARTI,  
Assistant Secretary,

The All India Bank Employees'  
Association, Delhi.

Sd./- NANDALAL MUKHERJEE,  
President  
AND

Sd./- AJIT K. BANERJEE,  
General Secretary, respectively of  
The All India National & Grindlays Bank  
Employees' Federation.

[No. F. 51(43)/64-LRIV.]

**S.O. 469**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad in respect of an industrial dispute between the management of the Hongkong and Shanghai Banking Corporation and their workmen which was received by the Central Government on the 27th January 1966.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT  
DHANBAD

In the matter of a reference under Section 10(1)(d) of The Industrial Disputes Act, 1947.

REFERENCE No. 24 OF 1965

**PARTIES:**

The Employers in relation to the Hongkong and Shanghai Banking Corporation.

AND

Their Workmen.

**PRESENT:**

Shri Raj Kishore Prasad, M.A., B.L., Presiding Officer.

**APPEARANCES:**

For the Employers—Shri D. K. Ghosh, representative of Messrs O. R. R. Dignam & Co., Solicitors, 29, Netaji Subhas Road, Calcutta.

For the Workmen—None.

STATE: West Bengal.

INDUSTRY: Bank.

Dhanbad, dated the 17th January, 1966

AWARD

By its Order No. 51(80)/64-LRIV, dated the 2nd February, 1965, the Government of India, Ministry of Labour and Employment, referred under Section 10(1)(d) of the Industrial Disputes Act, 1947, an industrial dispute existing between the employers in relation to the Hongkong and Shanghai Banking Corporation and their workmen for adjudication to this Tribunal in the matter specified in the schedule attached to the order of the reference, which is reproduced below:

SCHEDULE

“Whether having regard to the directions contained in the Award dated the 21st July, 1962 of the National Industrial Tribunal (Bank Disputes), Bombay, published under notification of the Government of India in the Ministry of Labour and Employment, No. S.O. 2803, dated the 7th August, 1962, and the recommendations of the Bonus Commission as accepted by the Central Government in its Resolution No. WB.20(3)64, dated the 2nd September, 1964, the quantum of bonus paid by the Management of the Hongkong and Shanghai Banking Corporation to their workmen in respect of the year 1962 was inadequate? If so, to what relief are the workmen entitled?”

2. On 17th January 1966 a joint application of compromise on behalf of the Hongkong and Shanghai Banking Corporation (Calcutta Branch) Indian Staff Union and the Hongkong and Shanghai Banking Corporation Employees' Union, Bombay, dated 27th December 1965 was filed before me by Shri D. K. Ghosh, representative of Messrs Orr, Dignam & Co., Solicitors of the Bank, in which the terms of the agreement were incorporated and by the said joint application both the parties prayed that an award in terms of the compromise, which is marked Annexure 'A', be made.

3. I have read the terms of the compromise and considered them and in my opinion they are fair and reasonable and in the interest of both the parties, and, therefore, I accept the same and record the compromise.

4. The reference is accordingly disposed of in terms of the compromise, Annexure 'A' and an award in terms of it is passed and the said compromise, Annexure 'A', is made a part of the award.

5. This is the award which I make and submit to the Central Government under Section 15 of the Act.

(Sd.) RAJ KISHORE PRASAD),  
Presiding Officer,  
Central Government Industrial Tribunal, Dhanbad.

## ANNEXURE "A"

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT  
DHANBAD

REFERENCE No. CGIT 24 OF 1965

In the matter of an Industrial Dispute

BETWEEN

The Employers in relation to The Hongkong and Shanghai Banking Corporation

AND

Their Workmen.

Joint Application on behalf of The Hongkong and Shanghai Banking Corporation and the Hongkong and Shanghai Banking Corp. (Calcutta Branch) Indian Staff Union and the Hongkong and Shanghai Banking Corporation Employees Union, Bombay for filing a settlement dated 27th December 1965 between the aforesaid parties.

(1) The abovementioned dispute pending adjudication before this Hon'ble Tribunal has now been amicably settled between the parties to the dispute.

(2) A settlement dated 27th December 1965 between the Management of The Hongkong and Shanghai Banking Corporation and its Workmen represented by The Hongkong and Shanghai Banking Corp. (Calcutta Branch) Indian Staff Union and the Hongkong and Shanghai Banking Corporation Employees Union, Bombay, has been entered into in respect of payment of additional bonus for the years 1962—1964 (both inclusive) in full and final settlement of the claims of the Workmen for additional bonus for these years. A copy of the Memorandum of Settlement is annexed hereto as Exhibit 1.

(3) As part of the agreement covered by the aforesaid Memorandum of Settlement the dispute in the present reference regarding bonus for 1962 has been settled on the terms contained in the Memorandum of Settlement and the parties have agreed to apply jointly to this Hon'ble Tribunal to make an Award in terms of the settlement.

(4) Payment in accordance with the terms of the settlement mentioned above has already been effected to the Workmen and has been accepted by them in full and final settlement.

(5) It is prayed that the said settlement be taken on the record of the present reference and in the aforesaid premises this Hon'ble Tribunal may be pleased to make an Award in terms of the said settlement.

Calcutta, dated the 5th January 1966.

For The Hongkong and Shanghai Banking Corporation

Sd/-

MANAGER

For The Hongkong and Shanghai Banking Corp.  
(Calcutta Branch) Indian Staff Union.

Sd./- P. CHATTERJEE,  
Secretary.

For The Hongkong and Shanghai Banking Corporation  
Employees Union, Bombay.

Sd./- B. N. HOSKOTE,  
General Secretary.

*Memorandum of Settlement*

NAMES OF PARTIES:

The Hongkong and Shanghai Banking Corporation 31, Dalhousie Square, Calcutta, represented by—

(1) Manager, Mr. R. E. H. Nelson.

(2) Sub-Accountant, Mr. R. H. L. Bacon.

AND

Workmen of The Hongkong and Shanghai Banking Corporation represented by—

- (1) The Hongkong and Shanghai Banking Corporation (Calcutta Branch) India Staff Union through its
  - (a) President—Sri Dhirendra Nath De,
  - (b) Secretary—Sri Pranab Chatterjee and
- (2) Hongkong and Shanghai Banking Corporation Employees Union Bombay through its
  - (a) General Secretary—Sri B. N. Hoskote,
  - (b) Joint Secretary—Sri K. Y. Gavde.

*Short Recital of the Case*

The above Unions representing the workmen of the Bank have been claiming additional bonus for the years 1962 to 1964 in addition to bonus already paid in respect of these years. The parties have felt that the claim for additional bonus should be amicably settled by way of an overall settlement in order to promote cordial relations between the Bank and its workmen. With this end in view several discussions were held between the representatives of the Bank and the Unions. Without prejudice to the respective contentions of the parties they have entered into a settlement as under:

*Terms of Settlement*

1. The Management will pay on an ad hoc basis to each workman who received bonus for the relevant period an additional amount being 33-1/3 per cent of the bonus already declared and paid to him for the years 1962 to 1964 inclusive. This additional payment will also be made to any workman who received the bonus originally declared by the Bank but who is no longer in the Bank's service at the date of this settlement and in the event of his death before receipt of the additional amount payment will be made to his heir or legal representative making an application to the Bank within twelve months of this settlement.

2. The disbursement of additional bonus as per this settlement will be made as expeditiously as possible but in any event not later than 5th January, 1966.

3. This ad hoc settlement shall not be taken as the basis or govern the principles for the determination of bonus and will be strictly without prejudice to the rights and contentions of the parties under the Payment of Bonus Act, 1965 in so far as bonus for the years 1965 onwards is concerned.

4. This settlement shall be final and binding on the parties as regards the quantum of bonus for the years 1962 to 1964.

5. The dispute in reference CGIT No. 24 of 1965 regarding bonus for 1962 is settled on the above terms and parties agree to apply jointly to the Tribunal to make an Award in terms of this settlement regarding 1962.

Signature of the parties

Witnesses:

1. Sd./- P. MANDAL.  
Address 31, Dalhousie Sq. Calcutta-1.  
Designation Legal Adviser

For the Hongkong and Shanghai Banking Corporation

(1) Manager: Sd./- R. E. H. NELSON.  
(2) Sub-Accountant: Sd./- R. H. L. BACON.

2. Sd./-SUBAL CHAND SUR.  
Address 31, Dalhousie Sq. Calcutta-1.  
H & SBC (Cal. Br.) Indian Staff Union  
Designation Vice-President,

For the Hongkong and Shanghai Banking Corporation (Calcutta Branch) Indian Staff Union.

(1) President: Sd./- DHIRENDRA NATH DE.  
(2) Secretary: Sd./- PRANAB CHATTERJEE.

For Hongkong and Shanghai Banking Corporation Employees Union, Bombay.

(1) General Secretary: Sd./- B. N. HOSKOTE.  
(2) Joint Secretary: Sd./- K. Y. GAVDE.

## ORDERS

New Delhi, the 3rd February 1966

**S.O. 470.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Katras-Choitudih Colliery of Messrs Barakar Coal Company Limited, Post Office Katrasgarh, District Dhanbad, and their workmen in respect of the matter specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

## SCHEDULE.

Whether the management of Katras-Choitudih Colliery of Messrs Barakar Coal Company Limited was justified in dismissing Shri Tirath Jha, Fan Khalasi, with effect from the 9th November 1965? If not, to what relief is the workman entitled?

[No. 2/2/66-LR.II.]

New Delhi, the 5th February 1966

**S.O. 471.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Toposi Colliery, Post Office Toposi, District Burdwan, and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

## SCHEDULE

Whether the dismissal of Sarvashri Sarabjit Rajbhar, Syamdeo Rabidas, Jhabbu Harijan and Kataru Harijan, pick miners, by the management of the Toposi Colliery with effect from the 28th December, 1964, was justified? If not, to what relief are the workmen entitled?

[No. 6/50/65-LR.II.]

**S.O. 472.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Visakhapatnam Port Trust, Visakhapatnam and their workmen in respect of the matter specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri Mohammed Najamuddin shall be the Presiding Officer, with headquarters at Hyderabad and refers the said dispute for adjudication to the said Tribunal.

## SCHEDULE

- (1) (a) Whether the management of the Port Trust, Visakhapatnam Port, were justified in stopping (without cumulative effect) the increments in respect of Shri T. Appalanarasayya, Greaser, for a period of six months with effect from 6th October, 1965?  
(b) If not, to what relief is he entitled?
- (2) (a) Whether the management of the Port Trust, Visakhapatnam Port, were justified in issuing orders for stoppage (without cumulative

effect) of increments in respect of Shri T. Nookaraju, Mobile Crane Driver from the date of his next increment in February, 1966, for a period of six months?

(b) If not, to what relief is he entitled?

[No. 28/113/65-LRIV.]

H. C. MANGHANI, Under Secy.

### ORDERS

New Delhi, the 31st January 1966

**S.O. 473**—Whereas the Industrial disputes specified in the Schedule hereto annexed are pending before Dr. Mir Siadat Ali Khan, Presiding Officer, Industrial Tribunal, Somajiguda, Hyderabad.

And, whereas Dr. Mir Siadat Ali Khan has retired and on relinquishing the charge of the post of Presiding Officer, Industrial Tribunal, Hyderabad, held by him, Sri Mohammad Najmuddin, retired District and Sessions Judge, has assumed charge as Presiding Officer of the said Industrial Tribunal.

And, whereas for the ends of justice and convenience of parties, the disputes specified in the Schedule hereto annexed should be disposed of without further delay;

Now, Therefore, in exercise of the powers conferred by section 7A and sub-section of section 33B of the Industrial Disputes Act, 1947 (14 of 1947), Central Government hereby institutes an Industrial Tribunal with Sri Mohammad Najmuddin as the Presiding Officer with Headquarters at Hyderabad and withdraws the proceedings, in relation to the said disputes from Dr. Mir Siadat Ali Khan, and transfers the same to Sri Mohammad Najmuddin, Presiding Officer, Industrial Tribunal Hyderabad for the disposal of the said proceedings with the direction that the said Tribunal shall proceed with the said proceedings from the stage at which they transferred to it and dispose of the same according to Law:—

### SCHEDULE

Parties to the dispute	Reference No. & date to the Industrial Tribunal	S.O.No. of Gazette Year of Publication
1 Rudrampur Division of Singareni Collieries Coy. Ltd. Rudrampur P.O. and their workmen	7/14/64-LR.II dated 10-11-64	4007 of 1964
2 Do.	7/21/64-LR.II. 22-12-1964	59 of 1965
3 Singareni Collieries Coy. Ltd., Belampalli (A.P.) and their workmen.	7/18/64-LRII 21-12-1964	348 of 1965.
4 Belampalli Division of Singareni Collieries Company Ltd. P. O. Belampalli (A.P.) and their workmen.	7/34/64-LRII 23-12-65	65 of 1965
5 Singareni Collieries Company Ltd. Belampalli (A.P.) and their workmen	7/22/64-LRII dated 3-3-1965	840 of 1965
6 Singareni Collieries Company Ltd. P.O. Kothagudium (A.P.) and their workmen.	1(24)/63-LRII 22-3-1965	974 of 1965
7 Ramagundam Division of Singareni Collieries Company Ltd. Kothagudium P. O. (A.P.) and their workmen.	7(8)/65-LRII 26-4-65	1390 of 1965
8 Ramagundam Division, Singareni Collieries Company Limited Ramagundam P. O. Godavari Khani (A.P.) and their workmen.	7(10)/65-LRII 26-4-65	1385 of 1965

Sl.	Parties to the dispute	Reference No. & date to the Industrial Tribunal	S.O. No. of Gazette Year of Publi- cation
9	(i) M/s. B.S. Narayana & Co. Visakhapatnam (ii) M/s. Gladstone Lyall & Co., Visakhapatnam. (iii) M/s. Best & Co. Visakhapatnam (iv) M/s. Ripley & Co. Visakhapatnam (v) M/s. A.V. Bhanaji Rao & G.P.R. Co. Visakhapatnam. (vi) M/s. Gordon Wood-Rosse & Co. Visakhapatnam (vii) M/S. P.V. Ramahamurty Shipping Agents, Visakhapatnam and their workmen.	28/26/65-LRIV 21-5-65	1708 of 1965
10	M/s. Steelorate (Pvt.) Ltd. Contractors Vishakhapatnam Port Vishakhapatnam and their workmen	8(31)/65-LRIV 3-5-65	1488 of 1965
11	Singareni Collieries Company Limited P.O. Kothagudium (A.P.) and their workmen.	7/4/65-LRII 17-5-1965	1618 of 1965
12	Industrial dispute between the employers in relation to the Hutt Gold Mines Coy. Ltd., Hutt and their workmen.	24(8)/65-LRI 28-5-1965	1782 of 1965
13	The Punjab National Bank Limited Armenian Street Southern Circle, Madras and their workmen	51(17)/65-LRIV 8-6-65	1931 of 1965
14	Singareni Collieries Company Limited Kothagudium and their workmen.	7(14)/65-LRII 6-7-65	2067 of 1965
15	The General Manager, Singareni Collieries Company Limited P.O. Kothagudium (A.P.) and their workmen.	7/15/65-LRII 10-8-65	2582 of 1965
16	Singareni Collieries Company Limited P.O. Kothagudium (A.P.) and their workmen.	7/17/65-LRII 18-10-1965	3377 of 1965
17	Secretary Shipping Employers Federation, Visakhapatnam and their workmen.	28(88)/65-LRIV 17-11-1965	3682 of 1965
18	Vishakhapatnam Port Trust, Vishakhapatnam and their workmen	28(60)/65-LRIV 25-6-65	2125 of 1965

[No. 7/33/65-LR.II]

New Delhi, the 1st February 1966

**S.O. 474.**—Whereas the Central Government is of opinion that an industrial dispute exists or is apprehended between the employers in relation to Messrs B. Patnaik Mines (Private) Limited, Barbil and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

#### SCHEDULE

1. Whether the recruitment of workmen through the Coalfield Recruiting Organisation/Gorakhpur Labour Organisation, by the Management of Messrs B. Patnaik Mines (Private) Limited, Post Office Barbil, District Keonjhar for employment in their iron and manganese mines with effect from the 22nd November, 1965 and its further continuance are legal and justified?

2. If not, what should be the position of the workmen so recruited *vis-a-vis* the workmen employed in these mines and retrenched by the ex-raising contractors M/s. Girish Chandra and Brothers and Manmohan Singh?

[No. 37/52/65-LRI.]  
S. A. SESHAN, Under Secy.

[Office of the Chief Labour Commissioner (C)]

ORDERS

*New Delhi, the 3rd February 1966*

**S.O. 475.**—Whereas the Chief Labour Commissioner (Central) by his Order No. BO-25(3)/2/65, dated the 15th December, 1965, extended the period within which the bonus payable by Central Provinces Manganese Ore Company Limited Nagpur to their employees for the accounting year ended on the 31st December, 1964 to thirteen months from the close of the said accounting year;

And whereas an application has been received for a further extension of the period;

And whereas the Chief Labour Commissioner (Central) is satisfied that there are sufficient reasons so to do;

Now, therefore, in exercise of the powers conferred by the proviso to clause (b) of section 19 of the Payment of Bonus Act, 1965 (21 of 1965), read with the notification of the Government of India in the Ministry of Labour and Employment No. WB-20(42)/65, dated the 28th August, 1965, I, Teja Singh Sahni, Chief Labour Commissioner (Central) hereby extend the period within which the said bonus shall be paid by the said Company by a further period of fifteen days.

[No. BO-25(3)/2/65.]

**S.O. 476.**—Whereas the Chief Labour Commissioner (Central) by his Order No. BO-25(3)/2/65, dated the 15th December, 1965, extended the period within which the bonus payable by Manganese Ore (India) Ltd., Nagpur to their employees for the accounting year ended on the 31st March, 1965 to ten months from the close of the said accounting year;

And whereas an application has been received for a further extension of the period;

And whereas the Chief Labour Commissioner (Central) is satisfied that there are sufficient reasons so to do;

Now, therefore, in exercise of the powers conferred by the proviso to clause (b) of section 19 of the Payment of Bonus Act, 1965 (21 of 1965), read with the notification of the Government of India in the Ministry of Labour and Employment No. WB-20(42)/65, dated the 28th August, 1965, I, Teja Singh Sahni, Chief Labour Commissioner (Central) hereby extend the period within which the said bonus shall be paid by the said Company by a further period of fifteen days.

[No. BO-25(3)/2/65.]

TEJA SINGH SAHNI,  
Chief Labour Commissioner (Central).

ELECTION COMMISSION, INDIA

ERRATUM

In the Election Commission of India notification No. 154/19/65, dated 10th January, 1966, published as S.O. 201 at page 179 in the Gazette of India, Part II—Section 3(ii), dated 22nd January, 1966 (Issue No. 4), the following correction may be made:—

For "Shri E. M. Srivastava"

Read "Shri H. M. Srivastava"

ERRATUM

The S.O. Nos. 2020 to 2080 appearing in Issue No. 29 of the Gazette of India, Part II—section 3(ii), dated 17th July, 1965 may be corrected to read as 2220 to 2280.

